

# EXHIBIT A



## Service of Process Transmittal Summary

**TO:** AUTO CLUB GROUP 1ST FLOOR CLAIMS  
AAA MICHIGAN  
1 Auto Club Drive  
Dearborn, MI 48126

**RE:** Process Served in Michigan

**FOR:** MEMBERSELECT INSURANCE COMPANY (Domestic State: MI)

### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

**TITLE OF ACTION:** Donald Miller And Amy Miller vs. Memberselect Insurance Company

**CASE #:** 2023CH01759

**NATURE OF ACTION:** Insurance Litigation

**PROCESS SERVED ON:** The Corporation Company, Plymouth, MI

**DATE/METHOD OF SERVICE:** By Process Server on 03/20/2023 at 15:50

**JURISDICTION SERVED:** Michigan

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/21/2023, Expected Purge Date: 04/10/2023

Image SOP

Email Notification, AUTO CLUB GROUP 1ST FLOOR CLAIMS  
summonsandcomplaints@acg.aaa.com

Email Notification, AMANDA HALL aehall@acg.aaa.com

**REGISTERED AGENT CONTACT:** The Corporation Company  
40600 Ann Arbor Road E  
Suite 201  
Plymouth, MI 48170  
866-401-8252  
EastTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



**PROCESS SERVER DELIVERY DETAILS**

**Date:** Mon, Mar 20, 2023  
**Server Name:** Drop Service

Entity Served	MEMBERSELECT INSURANCE COMPANY
Case Number	2023 CH 01759
Jurisdiction	MI

Inserts		



STATE OF ILLINOIS, CIRCUIT COURT  Cook COUNTY		SUMMONS	For Court Use Only  FILED 3/13/2023 9:37 AM IRIS Y. MARTINEZ CIRCUIT CLERK COOK COUNTY, IL 2023CH01759 Calendar, 7 21831882
<b>Instructions ▼</b> Enter above the county name where the case was filed.	DONALD MILLER & AMY MILLER Plaintiff / Petitioner (First, middle, last name)		2023 CH 01759 Case Number
Enter your name as Plaintiff/Petitioner.	v.		
Enter the names of all people you are suing as Defendants/ Respondents.	MEMBERSELECT INSURANCE COMPANY Defendant / Respondent (First, middle, last name)		
Enter the Case Number given by the Circuit Clerk.	<input type="checkbox"/> <b>Alias Summons</b> (Check this box if this is not the 1 <sup>st</sup> Summons issued for this Defendant.)		

<b>IMPORTANT INFORMATION:</b>	There may be court fees to start or respond to a case. If you are unable to pay your court fees, you can apply for a fee waiver. You can find the fee waiver application at: <a href="http://illinoiscourts.gov/documents-and-forms/approved-forms/">illinoiscourts.gov/documents-and-forms/approved-forms/</a> .
	E-filing is now mandatory with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <a href="http://efile.illinoiscourts.gov/service-providers.htm">efile.illinoiscourts.gov/service-providers.htm</a> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <a href="http://illinoiscourts.gov/faq/gethelp.asp">illinoiscourts.gov/faq/gethelp.asp</a> or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit <a href="http://illinoislegalaid.org">illinoislegalaid.org</a> .
<b>Plaintiff/Petitioner:</b>	Call or text Illinois Court Help at 833-411-1121 for information about how to go to court including how to fill out and file forms. You can also get free legal information and legal referrals at <a href="http://illinoislegalaid.org">illinoislegalaid.org</a> .
	Do not use this form in an eviction, small claims, detinue, divorce, or replevin case. Use the <i>Eviction Summons</i> , <i>Small Claims Summons</i> , or <i>Summons Petition for Dissolution of Marriage / Civil Union</i> available at <a href="http://illinoiscourts.gov/documents-and-forms/approved-forms">illinoiscourts.gov/documents-and-forms/approved-forms</a> . If your case is a detinue or replevin, visit <a href="http://illinoislegalaid.org">illinoislegalaid.org</a> for help.
If you are suing more than 1 Defendant/Respondent, fill out a <i>Summons</i> form for each Defendant/Respondent.	

In 1a, enter the name and address of a Defendant/ Respondent. If you are serving a Registered Agent, include the Registered Agent's name and address here.	<b>1. Defendant/Respondent's address and service information:</b>
In 1b, enter a second address for Defendant/ Respondent, if you have one.	a. Defendant/Respondent's primary address/information for service: Name (First, Middle, Last): <u>Memberselect Insurance Company d/b/a AAA Insurance</u> Registered Agent's name, if any: <u>The Corporation Company</u> Street Address, Unit #: <u>40600 Ann Arbor Road E, Suite 201</u> City, State, ZIP: <u>Plymouth, MI 48170</u> Telephone: <u>866-401-8252</u> Email: <u>EastTeam2@wolterskluwer.com</u>
	b. If you have more than one address where Defendant/Respondent might be found, list that here: Name (First, Middle, Last): _____ Street Address, Unit #: _____ City, State, ZIP: _____ Telephone: _____ Email: _____
In 1c, check how you are sending your documents to Defendant/ Respondent.	c. Method of service on Defendant/Respondent: <input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Sheriff outside Illinois: <u>Wayne County, MI</u> County & State <input type="checkbox"/> Special process server <input type="checkbox"/> Licensed private detective

In 2, enter the amount of money owed to you.

In 3, enter your complete address, telephone number, and email address, if you have one.

## 2. Information about the lawsuit:

Amount claimed: \$91,332.28

## 3. Contact information for the Plaintiff/Petitioner:

Name (First, Middle, Last): Donald Miller & Amy Miller

Street Address, Unit #: 535 N. Michigan Ave., Suite 200

City, State, ZIP: Chicago, IL 60611

Telephone: 708-576-1624 Email: mario@magmilelaw.com

**GETTING COURT DOCUMENTS BY EMAIL:** You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

### Important information for the person getting this form

You have been sued. Read all of the documents attached to this *Summons*. To participate in the case, you must follow the instructions listed below. If you do not, the court may decide the case without hearing from you and you could lose the case. *Appearance* and *Answer/Response* forms can be found at: [illinoiscourts.gov/documents-and-forms/approved-forms/](http://illinoiscourts.gov/documents-and-forms/approved-forms/).

Check 4a or 4b. If Defendant/Respondent only needs to file an *Appearance* and *Answer/Response* within 30 days, check box 4a. Otherwise, if the clerk gives you a court date, check box 4b.

In 4a, fill out the address of the court building where the Defendant may file or e-file their *Appearance* and *Answer/Response*.

In 4b, fill out:

- The court date and time the clerk gave you.
- The courtroom and address of the court building.
- The call-in or video information for remote appearances (if applicable).
- The clerk's phone number and website. All of this information is available from the Circuit Clerk.

## 4. Instructions for person receiving this *Summons* (Defendant):

- ☒ a. To respond to this *Summons*, you must file *Appearance* and *Answer/Response* forms with the court within 30 days after you have been served (not counting the day of service) by e-filing or at:

Address: Richard J. Daley Center, 50 W. Washington St.

City, State, ZIP: Chicago, IL 60602

- ☐ b. Attend court:

On: \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m. in \_\_\_\_\_  
Date Time Courtroom

### In-person at:

Courthouse Address City State ZIP

OR

**Remotely** (You may be able to attend this court date by phone or video conference.

This is called a "Remote Appearance"):

By telephone: \_\_\_\_\_  
Call-in number for telephone remote appearance

By video conference: \_\_\_\_\_  
Video conference website

Video conference log-in information (meeting ID, password, etc.)

Call the Circuit Clerk at: \_\_\_\_\_ or visit their website  
Circuit Clerk's phone number

at: \_\_\_\_\_ to find out more about how to do this.  
Website

### STOP!

The Circuit Clerk will fill in this section.

### STOP!

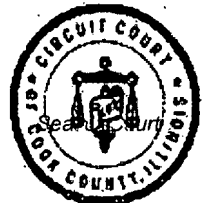
The officer or process server will fill in the Date of Service.

Witness this Date: 3/13/2023 9:37 AM IRIS Y. MARTINEZ

Clerk of the Court: \_\_\_\_\_

**This *Summons* must be served within 30 days of the witness date.**

Date of Service: \_\_\_\_\_  
(Date to be entered by an officer or process server on the copy of this *Summons* left with the Defendant or other person.)



FILED  
 2/23/2023 9:19 AM  
 IRIS Y. MARTINEZ  
 CIRCUIT CLERK  
 COOK COUNTY, IL  
 2023CH01759  
 Calendar, 7  
 21588474

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
 COUNTY DEPARTMENT, CHANCERY DIVISION

DONALD MILLER and AMY MILLER, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 MEMBERSELECT INSURANCE COMPANY )  
 d/b/a AAA Insurance, )  
 )  
 Defendant. )

Case No. 2023CH01759

COMPLAINT FOR DECLATORY JUDGMENT AND OTHER RELIEF

Plaintiffs, DONALD MILLER and AMY MILLER, by and through their attorneys, MAG  
 MILE LAW, LLC, complaining of the Defendant, MEMBERSELECT INSURANCE COMPANY  
 d/b/a AAA Insurance (hereafter “MemberSelect”), state as follows:

The Parties, Jurisdiction and Venue

- Plaintiffs are individuals residing at 30W684 Bradford Parkway, township of Wayne, County of DuPage, State of Illinois (hereafter the “Residence”).
- At all times pertinent hereto, MemberSelect was an insurance company authorized to do business, and doing business, in the State of Illinois including Cook County, Illinois.
- Jurisdiction is appropriate in the State of Illinois pursuant to 735 ILCS 5/2-209 as MemberSelect transacts business in the State of Illinois and committed tortious acts within the State of Illinois.
- Venue is appropriate in the Circuit Court of Cook County, Illinois pursuant to 735 ILCS 5/2-101 because Cook County is a county where MemberSelect transacts business.

The Insurance Policy

- On or about September 16, 2020, MemberSelect renewed a Homeowners Insurance Policy to the Plaintiffs, policy number HOM079308513, with an effective period of September 30,

2020 to September 30, 2021 (hereafter referred to as the “Policy”). A true and correct copy of the Policy is attached hereto as Exhibit “1.”

6. The Policy provided that MemberSelect would “cover direct physical loss, unless excluded under this policy, to property insured under Coverages A and B.” *See* Policy, pg. 12 of 43.

7. The property insured under Coverage A included Plaintiffs’ Residence, which includes a cedar shake roof (a roof system made up of natural wood materials). *See* Policy, pg. 8 of 43.

8. The Policy provided that MemberSelect would pay the cost to repair or replace the damaged part of the dwelling or additional structures with equivalent construction and for equivalent use, without deduction for depreciation if, at the time of loss, the amount of insurance for the dwelling or additional structures covered by this policy is 80% more of the replacement cost. *See* Policy, pg. 17 of 43.

9. The Limit of Liability under the Policy for insurance coverage to Plaintiffs’ dwelling was \$579,000.00. *See* Insurance Policy, Declarations.

### **The Claim**

10. According to various weather reports, during the late evening of Sunday, June 20, 2021, and into the early overnight hours of Monday, June 21, 2021, severe storms impacted many suburbs to the west of Chicago, in DuPage County - the county where Plaintiffs’ residence is located.

11. Significant damage was seen in the suburbs of Naperville, Woodridge, Darien, Burr Ridge and Willow Springs, where an EF-3 tornado damaged over 900 structures (including at least 300 that suffered significant damage or were destroyed), downed thousands of trees, and caused several injuries. An EF-3 tornado is one in which wind speeds are estimated between 136mph and 165mph.

12. The Naperville to Willow Springs tornado was determined to have peak intensity of EF-3 with peak winds near 140 mph.

13. Another tornado with peak winds of 85 mph and a path length of 4.8 miles touched down near downtown Plainfield and lifted in northwest Crest Hill.

14. Wayne, Illinois is located near these towns and, likewise, experienced heavy thunderstorms and extreme wind gusts during that time.

15. As a result of the storms of June 20, 2021 to June 21, 2021, portions of the cedar shake roof of Plaintiffs' Residence were damaged.

16. Plaintiff filed a claim for roof damage with MemberSelect.

17. However, MemberSelect denied Plaintiffs' claim on May 13, 2022, claiming that the damage to the cedar shake roof was the result of wear and tear and deterioration. A true and correct copy of the May 13, 2022 denial letter is attached hereto as Exhibit "2."

18. Then, on June 23, 2022, MemberSelect sent a letter to Plaintiffs, demanding that the roof be replaced because it presented "an increased exposure to weather-related losses." A true and correct copy of the June 23, 2022 letter is attached hereto as Exhibit "3."

19. Plaintiffs then retained The Shake Guys, a renowned cedar shake roofing specialist with an emphasis on cedar replacement, preservation and repairs, to inspect the damage to the cedar shake roof of the Residence and provide an estimate of repair.

20. The Shake Guys prepared a report of their inspection findings on or about July 11, 2022. A true and correct copy of the Shake Guys Report is attached hereto as Exhibit "4."

21. During their inspection, the Shake Guys identified numerous missing cedar shakes on the roof that they believed were the result of wind damage that occurred on the date of loss.

22. During their inspection, the Shake Guys also identified numerous hail dents to several metal components, such as the skylight flashings, downspouts, front bay copper roof dormer and



window screens.

23. Plaintiffs provided MemberSelect with the Shake Guys July 11, 2022 report.

24. On September 9, 2022, MemberSelect, after receiving The Shake Guys report, informed the Plaintiffs that the damage to their roof was less than the \$3,000.00 deductible under the Policy. A true and correct copy of the September 9, 2022 letter is attached hereto as Exhibit “5.”

25. Shortly thereafter, on October 18, 2022, MemberSelect revised its estimate and issued a check to the Plaintiffs in the amount of \$332.19, as MemberSelect claimed that the replacement cash value of the repairs totaled \$3,332.19 (and Plaintiffs’ deductible was \$3,000.00). A true and correct copy of the October 18, 2022 letter is attached hereto as Exhibit “6.”

26. On November 9, 2022, The Shake Guys prepared an estimate of the costs to repair the cedar shake roof, totaling \$94,664.47. A true and correct copy of the Shake Guys estimate is attached hereto as Exhibit “7.”

27. The November 9, 2022 Shake Guys estimate was provided to MemberSelect and a demand was made for MemberSelect to pay Plaintiffs \$91,332.28, which includes the Shake Guys estimate less the \$3,000.00 deductible and \$332.19 already paid.

28. However, On November 21, 2022, MemberSelect refused to pay what was demanded, again claiming that the damages were the result of wear and tear and deterioration. A true and correct copy of the November 21, 2022 letter is attached hereto as Exhibit “8.”

#### **COUNT I – BREACH OF CONTRACT**

29. Plaintiff repeats and realleges the allegations of paragraphs 1 through 28 as if fully set forth herein.

30. The Policy is a contract under which MemberSelect was paid a premium in exchange for its promise to pay Plaintiffs’ losses for claims covered by the Policy.

31. Plaintiffs have complied with all applicable provisions of the Policy and/or those

provisions have been waived by MemberSelect, or MemberSelect is estopped from asserting them.

32. In the Policy, MemberSelect agreed to provide insurance coverage for direct physical loss to Plaintiffs' Residence, unless excluded under the Policy.

33. The damage to Plaintiffs' cedar shake roof was caused by severe weather which included hail and windstorms occurring during the overnight hours of June 20, 2021 to June 21, 2021, when the Policy was in effect.

34. The damage to Plaintiff's cedar shake roof was confirmed by an expert in cedar shake roofs after inspecting the roof.

35. The damage to Plaintiffs' cedar shake roof was not caused by wear and tear or deterioration.

36. MemberSelect has failed to comply with its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

37. By denying coverage for the property damage suffered by Plaintiffs, MemberSelect has breached its coverage obligations under the Policy.

38. As a result of MemberSelect breaches of the Policy, Plaintiff has sustained substantial damages for which MemberSelect is liable.

WHEREFORE, Plaintiffs DONALD MILLER and AMY MILLER respectfully request that this Honorable Court enter Judgment in their favor and against the Defendant, MEMBERSELECT INSURANCE COMPANY, for \$91,332.28, plus prejudgment interest and costs.

#### **COUNT II – DECLARATORY JUDGMENT - COVERAGE**

39. Plaintiff repeats and realleges the allegations of paragraphs 1 through 38 as if fully set forth herein.

40. The Policy purchased by the Plaintiffs from MemberSelect is a contract under which MemberSelect was paid a premium in exchange for its promise to pay Plaintiffs' losses for claims

covered by the Policy.

41. Plaintiffs have complied with all applicable provisions of the Policy and/or those provisions have been waived by MemberSelect, or MemberSelect is estopped from asserting them, yet MemberSelect has breached its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which Plaintiffs are entitled.

42. An actual case or controversy exists regarding Plaintiffs' rights and MemberSelect's obligations under the Policy to reimburse Plaintiffs for the full amount of losses incurred by Plaintiff in connection with the property damage covered by the Policy.

WHEREFORE, Plaintiffs DONALD MILLER and AMY MILLER respectfully request that this Honorable Court find and declare that the Plaintiffs' claim for property damage is covered under the Policy and enter Judgment in favor of the Plaintiffs and against the Defendant, MEMBERSELECT INSURANCE COMPANY for \$91,332.28, plus prejudgment interest and costs.

Dated: February 23, 2023

Respectfully submitted,

**MAG MILE LAW LLC,**

By: /s/ Steven P. Mikuzis  
Attorney for Plaintiff

Steven P. Mikuzis  
Mario M. Iveljic  
**MAG MILE LAW, LLC (64136)**  
535 N. Michigan Ave., Suite 200  
Chicago, Illinois 60611  
Phone: (708) 576-1624  
Fax: (847) 346-1947  
steven@magmilelaw.com  
mario@magmilelaw.com

# Here is your Homeowners Insurance Policy

Revised Renewal Declaration Certificate



**EXPECT  
SOMETHING  
MORE™**

MAIL TO:

C153

IN-0201IL-20200916-23315765-010400000-HOM079308513

O: 1/4: 974 (BB)

GCS8R700400418 - 587550

DONALD MILLER

30W684 BRADFORD PKWY

WAYNE IL 60184-2433



Your Policy Number is **HOM079308513**

Your Policy Term is **Sep 30 2020 to Sep 30 2021**

Dear Donald,

Please review the enclosed forms outlining important changes to your account.

If you have any questions about these forms or any other car, home, life or financial need, please reach out to us; we'll do our best to help you save money while safeguarding your interests at home, on the road, and around the world.

Get 24/7 advice and service



AAA Mobile App



AAA.com



AAA.com/AutoAdvice



AAA.com/AtHome

## EXHIBIT 1

6500-42856-IL-0817

Branch: C153 Sep 16 2020

Get in touch with us  
MemberSelect Insurance Company



Your Agent is  
**CAROLYN KASPER**



847-931-6815



CQKASPER@ACG.AAA.COM

# Here is your Homeowners Insurance Policy

Revised Renewal Declaration Certificate

Case: 1:23-cv-02409 Document #: 1-1 Filed: 04/18/23 Page 13 of 122 PageID #: 18



**EXPECT  
SOMETHING  
MORE™**

**AAA INSURANCE**  
**MEMBERSELECT INSURANCE COMPANY**  
1 AUTO CLUB DRIVE  
DEARBORN MI 48126

**Named Insured and Address**  
DONALD MILLER  
30W684 BRADFORD PKWY  
WAYNE IL 60184

## What's changed?

Your Revised Renewal Declaration Certificates replace your previous certificates and contains important information about the coverages you have selected and how your policy is rated. Please verify all information is correct. If you have any questions or need assistance, please contact your agent at 847-931-6815 or the Member Service Center at 800-677-0777.

Information about your premium payments, including amounts and due dates, will be issued shortly. Your coverage will continue through the policy term below only if you make these payments as outlined.

## Your rating information

<b>Total Premium</b>	\$909.00
<b>Policy Number</b>	HOM079308513
<b>Policy Term</b>	Sep 30 2020 to Sep 30 2021
<b>Premium to be paid by</b>	DONALD MILLER
<b>Policy Type</b>	PRIMARY RESIDENCE
<b>Number of Families</b>	1
<b>Year Built</b>	1981
<b>Construction Type</b>	Frame
<b>Rate Zone</b>	0220
<b>Fire Department</b>	Bartlett Fpsa
<b>Protection Class</b>	03
<b>Roof Type, Warranty</b>	Wood/Shake, N/A
<b>Hail/Impact Resistant</b>	No
<b>Roof Year</b>	2012
<b>Roof Loss Settlement</b>	Replacement Cost

## Your policy discounts

AAA MEMBER DISCOUNT  
PREMIER DISCOUNT  
MULTIPLE PRODUCT DISCOUNT  
50-PLUS DISCOUNT  
HOME SECURITY DISCOUNT  
NEW/RENOVATED HOME DISCOUNT

### Insurance score information used for Premier Discount determination:

Score Indicator	Score Date	Score Factors
9	August 26, 2019	62, 53, 56

See enclosed notice for additional information.

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

Insurance Regulatory Complaint Resolution  
MemberSelect Insurance Company  
1 Auto Club Drive  
Dearborn, MI 48126

Illinois Department of Insurance  
320 W. Washington Street  
Springfield, IL 62767

7523-22402-IL-0817

Branch: C153 Sep 16 2020

MemberSelect Insurance Company  
Policy Number is HOM079308513  
Policy Term is Sep 30 2020 to Sep 30 2021



Your Agent is  
**CAROLYN KASPER**



847-931-6815



COKASPER@ACG.AAA.COM

2 of 4



# Here is your Homeowners Insurance Policy

Revised Renewal Declaration Certificate

## Named Insured(s)

Donald Miller, Amy Miller

## Mortgagee

Provident Funding Associates, L.P., Isaoa PO BOX 5914 SANTA ROSA CA 95402

## Property Location

30W684 BRADFORD PKWY WAYNE IL 60184

## Loan Number

9127072876

## Coverages and Limits of Liability

Insurance is provided with respect to the coverages for which a specific limit is shown, subject to all Conditions of the policy. To reflect updated replacement costs, we've adjusted the amount of insurance applying to Part I Coverages.

Part I	Limits of Liability	Part II	Limits of Liability
A - Dwelling	\$579,000	E - Bodily Injury and Property Damage Liability (Each Occurrence)	\$300,000
B - Additional Structures	\$57,900		
C - Personal Property	\$434,250		
D - Additional Expenses	\$115,800		
Part I Deductible	\$3,000.00	F - Medical Payments to Others (Each Person)	\$1,000
Wind/Hail Deductible	\$3,000.00		

## Forms and Endorsements made part of this policy

Forms and Endorsements	Premium
H-3 Homeowners Insurance Policy - Dwelling Form	\$821.00
H-290 Personal Property Replacement Cost Applies to Coverage C	Included
H-61 Scheduled Personal Property (See Attached Schedule)	\$88.00
<b>Total Policy Premium</b>	<b>\$909.00</b>

Coverage subject to the Mortgagee Condition and all other terms of the policy.

7523-22402-IL-0817

Branch: C153 Sep 16 2020

MemberSelect Insurance Company  
Policy Number is HOM079308513  
Policy Term is Sep 30 2020 to Sep 30 2021



Your Agent is  
CAROLYN KASPER



847-931-6815



COKASPER@ACG.AAA.COM

3 of 4

# Here is your Homeowners Insurance Policy

Revised Renewal Declaration Certificate



EXPECT  
SOMETHING  
MORE™

This policy covers Scheduled Personal Property for the Amount of Insurance as indicated below.

## Description of scheduled property

Property	Amount of Insurance
----------	---------------------

### Jewelry

Item 1 - 14kt yg eng ring: 1 marq dia .92ct sil g, 16 stones .33ctw sil g channel set	\$9,800.00
---	------------

<b>Total For Jewelry</b>	<b>\$9,800.00</b>
--------------------------	-------------------

<b>Total insured amount for all classes</b>	<b>\$9,800.00</b>
---	-------------------

<b>Total premium for all classes</b>	<b>\$88.00</b>
--------------------------------------	----------------

7523-22402-IL-0817

Branch: C153 Sep 16 2020

MemberSelect Insurance Company  
Policy Number is HOM079308513  
Policy Term is Sep 30 2020 to Sep 30 2021

Your Agent is  
 CAROLYN KASPER

847-931-6815

CQKASPER@ACG.AAA.COM

4 of 4



Illinois

# HOMEOWNERS INSURANCE POLICY

## H-3 Dwelling Form

MemberSelect Insurance Company • Dearborn, MI 48126



(Edition 5-14)

### NOTICE

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.**

**READ YOUR POLICY CAREFULLY.**

This policy does not provide coverage against loss due to flood.  
Coverage for flood damage may be available through the National Flood Insurance Program.

### GENERAL INSURING AGREEMENT

In exchange for the premium payment, **we** agree with the **named insured** to provide insurance for the Coverages and Limits of Liability stated on the declaration certificate made a part of this policy. **You** agree to comply with all policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**. This agreement is subject to all the terms of this policy which is issued in reliance upon the declarations made in the application and contained on the declaration certificate. This policy form together with the declaration certificate and any endorsements named on it completes the policy. If this policy form is revised, it will be amended or replaced at the beginning of the next policy term.

### WHAT YOU MUST DO IN CASE OF LOSS

#### NOTICE

In the event of an accident, occurrence or loss, **you** must inform **us** or **our** authorized agent promptly. **You** must give the time, place and other facts. Include the names and addresses of all involved persons and witnesses. If **you** are unable to inform **us** promptly, **you** must inform **us** as soon as it is reasonably possible.

#### GENERAL DUTIES

A person claiming, or who may claim, any coverage under this policy must:

1. cooperate with and assist **us** in any matter concerning a claim or suit;
2. send any legal papers received relating to any claim or suit to **us** promptly;
3. provide any written proofs of claim or loss **we** require. Submit to examinations by **us**, under oath, while not in the presence of any other **insured person** or witness. This must be done as often as **we** may reasonably require;
4. allow **us** to examine any other persons or witnesses, under oath, while not in the presence of any person claiming, or who may claim, any coverage under this policy. This must be done as often as **we** may reasonably require.

#### DUTIES UNDER PART I AND PART III

In the event of property loss, **you** must:

1. give **us** immediate notice. In case of theft, also notify the police. In case of credit card, electronic fund transfer card or access device or check forgery loss, also notify the bank or the issuer of the card or device. If loss is caused by or results from the peril of hail, loss must be reported to **us** within 12 months of the loss;
2. protect the property from further damage, making necessary and reasonable repairs to protect the property, and keeping records of the costs of repairs;
3. separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, Actual Cash Value and the amount of loss claimed;
4. send to **us** within 60 days after loss, a proof of loss signed and sworn to by the **insured person**, including:
  - a. the time and cause of loss;
  - b. the interest of **insured persons** and all others in the property;



- c. Actual Cash Value and amount of loss to the property;
  - d. all encumbrances on the property;
  - e. other policies covering the loss;
  - f. changes in title, use, occupancy or possession of the property; and
  - g. if required, any plans and specifications of the damaged buildings or fixtures;
5. show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary unimpeded by actions of **you** or others that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities;
  6. submit to examinations under oath by any person named by **us** and sign the transcript of the examinations;
  7. produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as **we** may reasonably require; and
  8. produce receipts for any Additional Expenses to maintain **your** standard of living while **you** reside elsewhere, and records pertaining to any loss of rental income.

**We** have no duty to provide coverage under Parts I and III of this policy if **you**, an **insured person**, or a representative of either fail to comply with items 1. through 8. above.

## **DUTIES UNDER PART II**

1. Under Coverage E, **you** must give **us** written notice of any injury.
2. Under Damage to Property of Others, **you** must:
  - a. send **us** sworn proof of loss within 60 days of the loss; and
  - b. exhibit the damaged property if within the **insured person's** control.
3. Under Coverage F, the injured person must:
  - a. submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require; and
  - b. authorize **us** to obtain medical, wage and other records.

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## DEFINITIONS USED THROUGHOUT THIS POLICY

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Defined words are shown in **bold type**.

1. **Bodily Injury** means **bodily injury, personal injury**, sickness, disease, including required care and loss of services, or death; all except in connection with any **business**.
2. **Business** means:
  - a. any full or part-time trade, profession or occupation;
  - b. the rental or holding for rental to others of any premises by an **insured person**;
  - c. home day care services if an **insured person**:
    - (1) regularly provides such services to a person or persons other than **insured persons**; and
    - (2) receives compensation for such services. Mutual exchange of such services is not considered to be compensation.

However, **business** does not mean:

- a. occasional rental or holding for rental to others of the **residence premises** for use as a dwelling;
  - b. rental or holding for rental to others of part of the **residence premises** for use as a dwelling, unless the rental is to three or more roomers or boarders;
  - c. rental or holding for rental to others of part of the **residence premises** as a private garage, office, school or studio;
  - d. the rendering of home day care services to a relative of an **insured person**;
  - e. the occasional home day care services provided by any **insured person**; or
  - f. the part-time home day care services provided by any **insured person** who is under 19 years of age.
3. **Drug** means any substance listed in the schedules of controlled substances in Chapter 13 of Title 21 of the United States Code.
  4. **Fungi** means, any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**.
  5. **Insured Person(s)** means:

Under Part I - Property Insurance Coverages and Part II - Liability Insurance Coverages:

- a. **you**;
- b. any **resident relative**; and
- c. any other person under the age of 18 residing in **your** household who is in **your** care or the care of a **resident relative**.

Under Part II - Liability Insurance Coverages, **insured person(s)** also means:

- a. a person or organization legally responsible for animals or watercraft covered by this policy and owned by an **insured person**. However, **we** will cover that person or organization only with respect to those animals or watercraft. **We** will not cover a person or organization using or having custody of animals or watercraft: in the course of any **business**; or without permission of the owners;
  - b. with respect to a vehicle covered by this policy:
    - (1) an employee of an **insured person**, while engaged in the employment of that person; or
    - (2) any other person using the vehicle with **your** permission on an **insured premises**.
6. **Insured Premises** means:
    - a. the **residence premises**;
    - b. any other premises acquired by **you** during the term of this policy where **you** intend to reside;
    - c. any other premises where **you** reside and which is shown on the declaration certificate;
    - d. any premises not owned by an **insured person** where the **insured person** may be temporarily residing or which an **insured person** may occasionally rent for non-**business** purposes;
    - e. vacant land, other than farmland, owned by or rented to an **insured person**;

- f. cemetery plots or burial vaults owned by an **insured person**;
  - g. land on which a one-, two-, three- or four-family residence is being built for an **insured person**, if the land is owned by or rented to the **insured person**;
  - h. structures or grounds used by **you** in connection with **your residence premises**.
7. **Personal Injury** meaning shock, mental anguish and mental injury, caused by one or more of the following: false arrest, false imprisonment, wrongful detention, wrongful entry, wrongful eviction, invasion of rights of occupancy or privacy, libel, slander, defamation of character or malicious prosecution.
8. **Property Damage** means physical injury to; or destruction of; tangible property. It includes loss of use of this property.
9. **Residence Employee** means an employee of an **insured person** whose duties are in connection with the maintenance or use of the **residence premises**; or who performs similar duties elsewhere not in connection with an **insured person's business**.
10. **Residence Premises** means:
- a. the one-, two-, three-, or four-family dwelling, or other structures and grounds; or
  - b. that part of any other building;
- where **you** reside and which is shown on the declaration certificate.
11. **Resident Relative** means a person who is a resident of **your** household related to **you** by blood, marriage or adoption, or is **your** foster child. **Resident relative** also includes **your** unmarried child under the age of 26 attending school full-time away from home.
12. **Spouse** means:
- a. **your** husband or wife; or
  - b. a party to a civil union with **you**
- if a resident of **your** household.
13. **We, Us, Our(s)** means MemberSelect Insurance Company.
14. **You, Your(s), Named Insured** means those persons named on the declaration certificate. It includes the **spouse**.

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## PART I - PROPERTY INSURANCE COVERAGES

Coverage from this Part applies only if a limit is shown on the declaration certificate.

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### COVERAGE A - DWELLING

**We** will cover **your** dwelling, including structures attached to it, at the **residence premises**. **We** will also cover construction material at the **residence premises** for use in connection with **your** dwelling. **We** will not cover any land.

### COVERAGE B - ADDITIONAL STRUCTURES

**We** will cover additional structures at the **residence premises** when not attached to the dwelling or when connected to it solely by a utility line, fence or similar connection. **We** will also cover construction material at the **residence premises** for use in connection with the additional structures. **We** will not cover any land. **We** will not pay for loss to additional structures:

1. used to any extent for **business** purposes; or
2. rented or held for rental in whole or in part to a person other than a tenant of the dwelling, unless used only for garage purposes.

### COVERAGE C - PERSONAL PROPERTY

**We** will cover personal property owned or used by an **insured person** while it is anywhere in the world. The personal property must be usual or incidental to the occupancy of a premises as a dwelling.

If **you** ask **us** to, **we** will cover personal property owned by others while it is on the part of the **residence premises** occupied exclusively by an **insured person**. Also, if **you** ask **us** to, **we** will cover personal property of a house guest or **residence employee** in any residence occupied by an **insured person**.

Any personal property which is usually kept at an **insured person's** residence other than the **residence premises** is covered for up to 10% of the Personal Property Coverage limit but not less than \$1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after **you** begin to move there.

**We** will not cover:

1. Animals, birds or fish.
2. Land motor vehicles, their equipment and accessories while in or on the vehicle. **We** also will not cover a land motor vehicle's extra equipment, accessories and parts while not in or on the vehicle in excess of \$1,000. **We** will cover land motor vehicles not licensed for road use and which are either: used to service the **residence premises**; or designed to assist the handicapped.
3. Aircraft and their parts. **We** will cover model airplanes not used or designed to transport cargo or persons.
4. Property of roomers and boarders not related to an **insured person**, or property of tenants.
5. Data contained on electronic data processing media (such as tapes, wire and discs) or paper records (such as books of account and drawings).
6. Property rented or held for rental to others by an **insured person**. However, **we** will cover that property while on the part of the **residence premises** usually used exclusively by an **insured person** and occasionally rented to others.
7. Property in that part of the **residence premises** regularly rented or held for rental to others (except roomers or boarders) by an **insured person**.
8. Any electronic device designed to be operated solely by use of the power from the electrical system of a land motor vehicle. Accessories to these electronic devices, including antennas, tapes, discs, cassettes, records or other media are also not covered while in or on a land motor vehicle.
9. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as covered under Additional Insurance Coverages.
10. Property separately described and specifically insured by this or any other insurance.
11. Medical marijuana and any equipment, accessories or paraphernalia used at any time or in any manner for medical marijuana **business** purposes whether or not located at the **residence premises**.

**SPECIAL LIMITS ON CERTAIN PROPERTY**

The following Limit of Liability for each group is the maximum **we** will pay for any occurrence for all property included in the group. These limits do not increase the amount of insurance under Coverage C.

<b>Personal Property Group</b>	<b>Limit of Liability</b>
1. Money, bank notes, gold or silver bullion, coins and medals and other numismatic property, scrip, stored value cards and smart cards.	\$200
2. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps and other philatelic property.	\$1,000
3. Watercraft, including their trailers, furnishings, equipment and outboard motors.	\$1,500
4. Trailers not otherwise covered.	\$1,000
5. Theft of jewelry, watches, precious and semi-precious stones and furs, including any article containing fur which represents its principal value.	\$1,000
6. Theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.	\$3,000
7. Theft of firearms and their accessories.	\$2,000
8. Trading cards, stamps and comic books, including any of these that are a part of a collection.	\$2,500
9. Theft of tools from the <b>residence premises</b> .	\$10,000
10. Theft of tools while located away from the <b>residence premises</b> .	\$5,000
11. Electronic data processing system equipment, including but not limited to, mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices. A \$250 deductible applies.	\$3,000
12. Medical marijuana prescribed for the legitimate use of an <b>insured person</b> following the orders of a licensed physician and any equipment, accessories or paraphernalia whether or not located at the <b>residence premises</b> .	\$250
13. Personal property primarily used or intended for <b>business</b> purposes while on the <b>residence premises</b> .	\$2,500
14. Personal property primarily used or intended for <b>business</b> purposes while away from the <b>residence premises</b> .	\$250

**COVERAGE D - ADDITIONAL EXPENSES**

If a loss caused by a Peril We Insure Against and not otherwise excluded in this policy makes **your residence premises** untenable, **we** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living while **you** and **your resident relatives** live elsewhere. **We** will pay for the shortest time needed: to repair or replace the damaged property; or for **you** to permanently relocate.

**We** will also pay for **your** loss of normal rents resulting from a loss caused by a Peril We Insure Against and not otherwise excluded in this policy while the rented part of the **residence premises** is untenable, less charges and expenses



which do not continue during that time. **We** will pay this loss of normal rents only for the shortest time needed to make the rented part tenantable.

If civil authorities prohibit occupancy of the **residence premises** due to a loss or danger of imminent loss, from a peril not otherwise excluded in this policy, **we** will pay the reasonable additional living expenses and loss of normal rents for a period not to exceed two weeks subject to the exclusions contained in the policy. Coverage will begin 24 hours after occupancy is prohibited by civil authorities.

The above periods of time will not be shortened by the expiration of this policy.

**We** will not pay for loss or expense due to the cancellation of a lease or agreement.

No deductible will apply.

## ADDITIONAL INSURANCE COVERAGES

### 1. Debris Removal

**We** will pay reasonable expenses **you** incur to remove debris of covered property following a loss from a Peril **We** Insure Against.

If the damage to that property and the cost of debris removal is more than **our** Limit of Liability for the property, **we** will pay up to an additional 5% of that limit for debris removal.

**We** will also pay:

- a. reasonable expenses **you** incur to remove ash, dust or particles from a volcanic eruption that has caused direct loss to the **residence premises** or property within a **residence premises**.
- b. up to \$500 in the aggregate for any one loss for reasonable expenses incurred by **you** in removing any fallen trees from the **residence premises** if: the trees damage covered property; and the falling of the trees is caused by any Peril **We** Insure Against; and coverage is not provided elsewhere in this policy.

### 2. Fire Department Charges

**We** will pay up to \$500 for service charges made by a fire department when called to protect **your** covered property from a Peril **We** Insure Against. Payments are in addition to the amount of insurance applying to the loss. No deductible will apply.

### 3. Credit Card, Electronic Fund Transfer Card or Access Device, Check Forgery and Counterfeit Money

**We** will pay up to an aggregate of \$1,000 for all losses occurring during the policy term involving the following:

#### Credit Card, Electronic Fund Transfer Card or Access Device

If an **insured person** is legally required to pay for the unauthorized use of a credit card issued to the **insured person**, **we** will cover the loss. **We** will also pay for loss which results from unauthorized use of an electronic fund transfer card or access device issued to an **insured person** which is used for deposit, withdrawal or transfer of funds. However, **we** will not cover use of any of these by a resident of **your** household. **We** also will not cover use by someone to whom an **insured person** has given the card or access device. **We** will not cover any use unless the **insured person** has met all the terms under which the cards are issued or the devices are accessed.

#### Check Forgery

**We** cover loss to an **insured person** caused by forgery or alteration of a check. This includes all negotiable instruments.

#### Counterfeit Money

**We** cover loss sustained by an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

**We** will not cover any loss that arises from: **business** pursuits; or dishonesty of an **insured person**.

No deductible will apply.

If a claim is made or suit is brought against the **insured person** for liability due to unauthorized use of a credit card, electronic fund transfer card or access device, **we** will defend the **insured person**. **We** will use **our** attorneys and bear the expense.

**We** may at **our** option and at **our** expense, defend the **insured person** or that person's bank against a suit to enforce payment for check forgery.

**We** may investigate any claim or settle any suit as **we** think appropriate. **We** will not defend after **we** have paid an amount equal to the limit of **our** liability.

#### 4. Emergency Removal of Property

**We** will pay for damage to property caused by removal from a premises when it is endangered by a Peril **We** Insure Against. The Limit of Liability for Coverage C will apply pro rata for 30 days from the date of removal. Payment will not increase the amount of insurance applying to the covered property.

#### 5. Necessary Repairs After Loss

**We** will pay the reasonable cost of necessary repairs made by an **insured person** solely to protect covered property from additional damage following a loss from a Peril **We** Insure Against. Payment will not increase the amount of insurance applying to the covered property.

#### 6. Trees, Shrubs, Plants and Lawns

**We** will pay up to 5% of the Limit of Liability of Coverage A for loss to trees, shrubs, plants and lawns at the **residence premises**. Coverage applies to loss caused by the following perils **we** insure against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the **residence premises**, Vandalism or Malicious Mischief or Theft. Payments are in addition to the amount of insurance applying to Coverage A.

**We** will not pay:

- a. for trees, shrubs, plants or lawns grown for **business** purposes; nor
- b. more than \$500 on any one tree, shrub or plant.

#### 7. Loss Assessment

**We** will pay up to \$1,000, unless an increased amount is shown on the declaration certificate or otherwise provided by the policy, for **your** share of any loss assessment charged against **you**, during the policy term, as owner or tenant of the **residence premises** by an association or corporation of property owners or tenants if the assessment is made as a result of direct loss caused by a Peril **We** Insure Against to property owned or used by all members collectively. **We** will not pay for any loss assessments charged by a governmental body.

#### 8. Collapse

**We** cover direct physical loss involving collapse to property insured under Coverages A, B and C only if: the loss involves collapse of a building or any part of a building; and the collapse is caused by one or more of the following:

- a. hidden decay, hidden insect damage or hidden vermin damage unless such decay or damage is known or reasonably should have been known to an **insured person** prior to the collapse;
- b. weight of people, contents, animals, equipment and/or furniture;
- c. use of defective methods or material in construction, reconstruction, remodeling or renovation if the collapse occurs during the construction, reconstruction, renovation or remodeling;
- d. weight of rain which collects on the roof;
- e. Perils **We** Insure Against in this policy for Coverage C. (These perils apply to the covered dwelling, additional structures and **your** personal property for loss by collapse.)

Loss to: awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves, docks or boat hoists is not covered unless the loss is caused directly by collapse of a building.

As it applies to this Additional Insurance Coverage:

- a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building cannot be occupied for its current intended purpose.
- b. Collapse does not include a building or any part of a building that is standing, even if:
  - (1) it is in danger of falling down or caving in;
  - (2) separated from another part of the building;
  - (3) it shows evidence of settling, cracking, expanding, shrinking, bulging, sagging or leaning.

This coverage does not increase the amount of insurance applying to the covered property.

**9. Building Codes**

**We** will pay up to an additional 10% of the amount of insurance under Coverage A - Dwelling to comply with local building codes regulating the construction, repair or demolition of the covered dwelling damaged by any Peril **We** Insure Against.

**We** will not cover the costs to comply with any ordinance or law which requires an **insured person** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess, the effects of, pollutants in or on any covered building, other structure or land.

The damaged or destroyed dwelling must be repaired or replaced at the **residence premises**.

**10. Limited Fungi, Bacteria or Mold Coverage**

If **fungi**, bacteria or mold result from a covered loss caused by water, **we** will pay:

- a. the reasonable costs for testing of air or property to confirm the absence, presence or level of **fungi**, bacteria or mold. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi**, bacteria or mold.
- b. up to \$5,000 for **remediation** of **fungi**, bacteria or mold.

**Remediation** means the reasonable and necessary treatment, removal or disposal of **fungi**, bacteria or mold as required to complete repairs or replacement of property **we** cover under Part I damaged by a covered loss caused by water. This includes payment for the reasonable increase in living expenses necessary to maintain **your** normal standard of living if **fungi**, bacteria or mold makes **your residence premises** untenable.

This Additional Insurance Coverage applies only if:

- a. **you** comply with What You Must Do In Case of Loss on page 1 of the policy and give **us** immediate notice of the covered loss caused by water that is alleged to have resulted in ensuing loss by **fungi**, bacteria or mold and,
- b. all reasonable means were used to save and preserve property from further damage at and after the time the covered loss caused by water occurred and,
- c. the covered loss caused by water occurred under a policy issued by **us**.

The most **we** will pay for **remediation** of **fungi**, bacteria or mold in any one policy term is up to \$5,000 regardless of:

- a. the number of covered causes of loss that combine or contribute to the ensuing loss caused by **fungi**, bacteria or mold.
- b. the number of claims made during the policy term.

This coverage does not increase the Limits of Liability for any other Part I or Part III coverage that may apply.

**11. Increased Building Limits Coverage**

Subject to Condition 2. in Part I, **we** will pay up to an additional 20% of the Coverage A - Dwelling or Coverage B - Additional Structures Limit of Liability if the amount actually and necessarily spent to repair or replace covered losses to building structures exceeds the applicable Limit of Liability shown on the declaration certificate. This only applies to building structures that are repaired or replaced with equivalent construction and for equivalent use on the same premises after a covered loss.

**You** must maintain a limit for Coverage A and Coverage B equal to 100% of the Replacement Cost of the dwelling and additional structures. **You** must notify **us** within 90 days of the start of any additions or changes which, either individually or collectively, increase the value of **your** building structures on the **residence premises** by \$5,000 or more. **You** must pay any additional premium due for the increase in value. If **you** fail to notify **us** within 90 days, **our** payment of loss will not exceed the Limit of Liability applying to the dwelling or additional structures.

**12. Arson Reward**

**We** will pay \$5,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. The \$5,000 limit applies regardless of the number of persons providing information.

**PERILS WE INSURE AGAINST**

**We** cover direct physical loss, unless excluded under this policy, to property insured under Coverages A and B.

**We** cover direct physical loss, unless excluded under this policy, to property insured under Coverage C, caused by any of the following perils:

**1. Fire or Lightning**

2. **Windstorm or Hail**, excluding loss:
  - a. caused directly or indirectly by frost, cold weather, ice, snow or sleet whether driven by wind or not; or
  - b. to personal property contained in a building caused by rain, snow, sand, sleet or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters.
3. **Explosion**
4. **Riot or Civil Commotion**, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**
7. **Smoke**, if the loss is sudden and accidental excluding loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or Malicious Mischief**, excluding loss at the **residence premises** if it has been vacant for more than 60 consecutive days immediately preceding the loss.
9. **Theft or Attempted Theft**, including loss of property from a known place if it is likely that a theft has occurred, but excluding theft:
  - a. committed by an **insured person**;
  - b. from the part of the **residence premises**, usually occupied by an **insured person**, when it is rented to others; or
  - c. away from the **residence premises** of:
    - (1) property while in any other dwelling or its premises owned, rented or occupied by an **insured person** except while an **insured person** is temporarily residing there. Property of an **insured person** who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss; or
    - (2) campers and trailers.
10. **Falling objects**, excluding loss to the property within a building unless the falling object first damages the exterior of the building. **We** will not cover damage to the falling object.
11. **Weight of ice, snow or sleet** which causes damage to personal property in a building structure. The weight of ice, snow or sleet must first physically damage the exterior of the building structure.
12. **Sudden and accidental tearing apart, cracking, burning or bulging** of a heating, air conditioning or automatic fire protection sprinkler system or water heating appliance. **We** will not cover loss which is caused by or results from freezing.
13. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or domestic appliance.

**We** will not cover loss:

  - a. to the system or appliance from which the water or steam escapes;
  - b. caused by or resulting from freezing;
  - c. caused by or resulting from water or any other substance from outside the **residence premises** plumbing system that enters the dwelling or additional structure through household sewers, drains or drainage fixtures or a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
  - d. water or any other substance originating from inside the dwelling or additional structure which escapes the plumbing system through a floor drain inside the dwelling or additional structure.
14. **Freezing** of plumbing, heating, air conditioning or automatic fire protection sprinkler systems and domestic appliances.
15. **Sudden and accidental loss caused by artificially generated electrical currents** to electronics, electrical appliances, fixtures and wiring.
16. **Volcanic eruption**. All eruptions that occur within a period of 72 hours will be considered one volcanic eruption.

**EXCLUSIONS**

A. Under Part I - Property Insurance Coverages and Additional Insurance Coverages, **we** will not cover any loss which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of:

- i. the cause of the excluded event, peril or condition;
- ii. any other causes of the loss;
- iii. whether other causes acted concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or
- iv. whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man made or other forces, or arises as a result of any combination of these:

1. Enforcement of an ordinance or law:

- a. regulating the construction, repair or demolition of a building or an additional structure, including removal of any debris. This exclusion does not apply to the extent that coverage is provided under Additional Insurance Coverages – Building Codes. **We** will cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a Peril We Insure Against.
- b. requiring any **insured person** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess, the effects of, pollutants in or on any covered building, other structure or land on the **residence premises**.

**We** do not cover the loss in value to any covered building or other structure due to the requirements of any ordinance or law.

This exclusion applies whether or not the property has been physically damaged.

2. Earth Movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

**We** do cover accidental direct physical loss that follows caused by fire, explosion or breakage of glass or safety glazing material that is part of the building, storm doors or storm windows provided the resulting loss is not itself excluded. This exclusion does not apply to loss by theft.

3. Water damage, meaning:

- a. flood, surface water, waves, storm surge, tidal water, tsunami, seiche or overflow of a body of water from any source. **We** do not cover spray from any of these, whether or not driven by wind; or
- b. water or any other substance from outside the **residence premises** plumbing system that enters the dwelling or additional structure through household sewers, drains or drainage fixtures or a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- c. water or any other substance originating from inside the dwelling or additional structure which escapes the plumbing system through a floor drain inside the dwelling or additional structure; or
- d. water or any other substance originating from any source on or below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or an additional structure, sidewalk, driveway, foundation or swimming pool.

**We** will cover direct loss by fire, explosion or theft resulting from water damage.

4. Failure or interruption of power or other utility service which occurs away from the **residence premises**. **We** will pay for loss caused solely by a Peril We Insure Against that ensues at the **residence premises**.
5. Neglect of an **insured person** to use all reasonable means to protect covered property at and after the time of loss.
6. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
7. Nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.



9. Intentional or criminal acts of or at the direction of any **insured person**, if the ensuing loss:

- a. may be reasonably expected to result from such acts; or
- b. is the intended result of such acts.

This exclusion will apply regardless of whether the **insured person**:

- a. is charged with, or convicted of, a crime;
- b. is convicted of a crime whether by a court, jury or plea of nolo contendere; or
- c. enters a plea of guilty whether or not accepted by the court.

However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:

- a. such loss arose out of a pattern of criminal domestic violence; and
- b. the perpetrator of the loss is criminally prosecuted for the act causing the loss.

If **we** pay a claim pursuant to this exception, **our** payment to the **insured person** is limited to that **insured person's** insurable interest in the property less any payments **we** first made to a mortgagee or other party with legal secured interest in the property. In no event will **we** pay more than the Limit of Liability.

10. The manufacturing of any controlled substance.

11. **Fungi**, bacteria or mold. **We** will also not cover any loss, costs or expenses for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **fungi**, bacteria or mold.

This exclusion does not apply:

- a. when **fungi**, bacteria or mold results from fire or lightning; or
- b. to the extent that coverage is provided under Additional Insurance Coverages - Limited Fungi, Bacteria or Mold Coverage.

B. **We** do not insure for any loss to the property described under Coverages A and B which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man made or other forces, or arises as a result of any combination of these:

- 1. collapse, except as provided under Additional Insurance Coverages - Collapse;
- 2. freezing of plumbing, heating, air conditioning systems, automatic fire protection sprinkler systems or domestic appliances, or by discharge, leakage or overflow from the system or appliance caused by freezing while the building is vacant or unoccupied unless **you** take precautions to:
  - a. shut off the water supply and drain the systems and appliances; or
  - b. maintain heat in the building;
- 3. continuous or repeated seepage or leakage of water or steam from a:
  - a. heating, air conditioning or automatic fire protection sprinkler system;
  - b. household appliance; or
  - c. plumbing system, including from within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;
 which occurs over a period of weeks, months or years;

4. any of the following:

- a. wear and tear, marring or scratching, deterioration;
- b. mechanical breakdown; latent defect; inherent vice or any quality in the property that causes it to damage or destroy itself;
- c. rust or other corrosion, wet or dry rot;
- d. discharge, dispersal, seepage, migration, release, or escape of fuels, chemicals or other pollutants or contaminants from any source;
- e. smog; smoke from agricultural smudging or industrial operations;
- f. settling, cracking, shrinkage, bulging or expansion of pavement, patios, foundations, walls, floors, roofs or ceilings;

- g. nesting or infestation, or discharge or release of waste products or secretions, by any animals;
- h. birds, rodents, insects; or animals owned or kept by an **insured person**. However, **we** do cover breakage of glass or safety glazing material which is part of a building, when caused by birds, rodents, insects; or animals owned or kept by an **insured person**; or
- i. growth of trees, shrubs, plants or lawns, regardless of whether such growth is above or below the surface of the ground.

If any of these 4.a. through 4.h. causes the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, a household appliance or an automatic fire protection sprinkler system, within **your** dwelling, **we** cover the direct physical damage caused by the water or steam not otherwise excluded.

If loss to covered property is caused by water or steam escaping from a system or appliance not otherwise excluded, **we** will cover the reasonable cost of tearing out and replacing that particular part of **your** dwelling necessary to gain access to the specific point of the system or appliance from which the water or steam escaped. **We** will not cover the loss to the defective system or appliance from which the water or steam escaped or the cost of excavating land.

- 5. theft in or from a building under construction in excess of \$10,000 for all losses occurring during the policy term. This includes theft of materials and supplies located on the premises. This exclusion does not apply once the building is completed and occupied;
- 6. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub or spa, including their filtration and circulation systems, fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf, dock or boat hoists;
- 7. vandalism or malicious mischief or breakage of glass and safety glazing materials and any ensuing loss, including but not limited to fire, caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief if the building has been vacant for more than 60 consecutive days immediately preceding the loss. A building under construction is not considered vacant;
- 8. cosmetic loss or damage to metal, tile or slate roofing, meaning any loss that changes only the physical appearance of the roof covering and does not result in:
  - a. penetration of water through the roof covering; or
  - b. the failure of the roof to perform its intended function of keeping out the elements for an extended period of time.

Any ensuing loss, not excluded, is covered as provided for in the policy.

C. Under Part I - Property Insurance Coverages and Additional Insurance Coverages **we** do not insure for any loss resulting directly or indirectly from:

- 1. any event or occurrence listed below, whether or not any other cause or event contributes concurrently or in any sequence to the loss:
  - a. an act or decision of any person, group, organization or governmental body, or their failure to act or decide;
  - b. faulty, inadequate or defective:
    - (1) materials used in construction, reconstruction, repair, remodeling or renovation;
    - (2) design, workmanship, specifications, repair, construction, reconstruction, remodeling, renovation, grading, compaction;
    - (3) siting, surveying, zoning, planning, development, grading or compaction; or
    - (4) maintenance
- 2. weather conditions, if combined with a cause of loss otherwise excluded, to produce the loss.

Any ensuing loss, not excluded, is covered as provided for in the policy.

## CONDITIONS APPLYING TO PART I

### 1. Deductible

Unless otherwise stated in the policy, the following deductible provision applies:

**We** will pay for loss to covered property minus the deductible shown on the declaration certificate. If a separate Wind/Hail deductible is shown on the declaration certificate, payment for loss caused by Windstorm or Hail will be reduced by that amount. The deductible(s) applies separately to each loss or damage event.

If loss to property covered by this Part occurs together with loss to property covered under any part of this policy or by another policy issued by **us** to **you** or a **resident relative**, only the highest applicable deductible from one Part or policy will be charged.

## 2. Our Options

**We** may make a cash settlement; or take all or part of the damaged property at its appraised or agreed upon value; or repair, rebuild or replace the damaged property as set forth below. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.

## 3. How Losses Are Settled

### Property of the Following Types:

**We** will pay Actual Cash Value at the time of loss in settlement of loss to:

- a. personal property;
- b. structures that are not buildings; and
- c. antennas, wall-to-wall carpeting, awnings, domestic appliances, wood fences and outdoor equipment, all whether or not attached to buildings.

This includes deduction for depreciation. **We** will pay no more than: the cost to repair or replace the damaged property with property of like kind and quality; or the Limits of Liability of this policy.

### Building Structures

**We** will pay the cost to repair or replace the damaged part of the dwelling or additional structures with equivalent construction and for equivalent use, without deduction for depreciation if, at the time of loss, the amount of insurance for the dwelling or additional structures covered by this policy is 80% or more of the Replacement Cost.

**We** will not be liable for costs resulting from mismatch of existing undamaged roof and/or siding materials and new materials used to repair or replace damaged roof and/or siding because of:

- a. color differences due to fading, oxidation, rust, corrosion or weathering; or
- b. obsolescence, unavailability or discontinuation of existing materials.

If, at the time of loss, the amount of insurance for the dwelling or additional structures in the policy is less than 80% of the Replacement Cost, **we** will pay the larger of the following amounts:

- a. the Actual Cash Value of the damaged part of the dwelling or additional structures with equivalent construction and for equivalent use; or
- b. the amount of the loss multiplied by the ratio of the amount of insurance on the dwelling or additional structure to 80% of its Replacement Cost.

However, **we** will pay no more than the smallest of the following:

- a. the Limit of Liability in this policy for the dwelling or additional structures; or
- b. the cost to replace the damaged dwelling or additional structures with equivalent construction and for equivalent use on the same premises; or
- c. the amount actually and necessarily spent to repair or replace the damaged dwelling or additional structures with equivalent construction and for equivalent use.

If the cost to repair or replace the damaged property is more than \$1,000, **we** will not be liable for Replacement Cost until actual repair or replacement is completed with equivalent construction and for equivalent use.

In determining Replacement Cost, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.

If **you** decide not to repair or replace the damaged property with equivalent construction and for equivalent use, settlement will be on an Actual Cash Value basis; this includes deduction for depreciation. **You** may make claim within two years after the date of loss for any additional payment on a Replacement Cost basis if **you** repair or replace the damaged property with equivalent construction and for equivalent use.



**4. Appraisal**

If **you** and **we** fail to agree on the Actual Cash Value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** may ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the Actual Cash Value of and/or amount of loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon shall be the Actual Cash Value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the Actual Cash Value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal, except as provided below.

**We** will pay **your** appraiser's fee and the umpire's appraisal fee, if the following conditions exist:

- a. **you** demanded the appraisal; and
- b. the full amount of loss, as set by **your** appraiser, is agreed to by **our** appraiser or by the umpire.

**5. Insurable Interest**

**We** will not pay more than the insurable interest an **insured person** has in the covered property at the time of loss.

**6. Abandoned Property**

There can be no abandonment to **us** of any property.

**7. Recovered Property**

If property for which **we** have made payment is recovered by **you** or **us**, **you** or **we** will notify the other of the recovery. **You** will have the option of keeping the property or having it become **our** property. If **you** keep the property, **you** will repay to **us** the amount **you** received for that property.

**8. Loss to a Pair or Set**

**We** may repair or replace any part of the pair or set to restore it to its value before the loss, or **we** may pay the difference between the Actual Cash Value of the property before and after the loss. Loss to a part will not be considered a total loss of the pair or set.

**9. Our Payment of Loss**

**We** will adjust any loss with **you** and pay **you** unless another payee is named on the declaration certificate or is legally entitled to be paid. **We** will pay within 30 days after **we** receive **your** proof of loss and the amount of loss is finally determined by: agreement between **you** and **us**; a court judgment; or an appraisal award.

**10. Mortgagee**

Loss shall be payable to any mortgagee named on the declaration certificate to the extent of their interests and in the order of precedence. Mortgagee includes a trustee under a trust deed or a contract seller under a land contract.

**We** will:

- a. protect the mortgagee's interests in the insured building. This protection will not be invalidated by any act or neglect of any **insured person**, breach of warranty, increase in hazard, change of ownership, or foreclosure if the mortgagee has no knowledge of these conditions;
- b. give the mortgagee 10 days' notice before cancelling this policy.

The mortgagee will:

- a. furnish proof of loss within 60 days if the **insured person** fails to do so;
- b. pay upon demand any premium due if the **insured person** fails to do so;
- c. notify **us** of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d. give **us** the right of recovery against any party liable for loss; however, giving **us** this right will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim;
- e. after a loss, permit **us** to satisfy the mortgagee requirement and receive full transfer of the mortgage.

**11. Suit Against Us**

**We** may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

However, this one year period is extended by the number of days between the day proof of loss is submitted and the date the claim is denied in whole or in part.

**12. No Benefit to Bailee**

This insurance will not, in any way, benefit any person or organization who may be caring for or handling **your** insured property for a fee.

**13. Other Insurance and Service Agreement**

If loss covered by this policy is also covered by:

- a. other insurance in the name of an association or corporation of property owners or tenants covering the same property covered by this policy, the insurance afforded by this policy shall be excess over the amount recoverable under such other insurance;
- b. other insurance applying to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance;
- c. a service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**14. Automatic Inflation Protection**

**We** will adjust the Limit of Liability for Coverages A, B, C, and D at the effective date of renewal of this policy in the amount of any changes in estimated replacement costs due to changes in construction costs.

## PART II - LIABILITY INSURANCE COVERAGES

Coverage from this Part applies only if a limit is shown on the declaration certificate.

### THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO THOSE FOUND ON PAGES 6 AND 7 OF THIS POLICY:

1. **Accident** means a fortuitous event that is neither reasonably anticipated nor reasonably foreseen from the standpoint of both any **insured person** and any person suffering injury or damages as a result.
2. **Occurrence** means an **accident**, including injurious exposure to conditions, which results during the policy term in **bodily injury**, including **personal injury**, or **property damage**.

### COVERAGE E - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**We** will pay damages for which an **insured person** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this policy.

**We** will defend any suit with attorneys of **our** choice or settle any claim for these damages as **we** think appropriate. **We** will not defend or settle: any suit unless it arises from an **occurrence** covered by this policy; or after **we** have paid **our** Limit of Liability for Coverage E.

### COVERAGE F - MEDICAL PAYMENTS TO OTHERS

**We** will pay the reasonable expenses incurred for necessary: medical, surgical, x-ray and dental services; prosthetic devices, eye glasses, hearing aids and pharmaceuticals; and ambulance, hospital, licensed nursing and funeral services. These expenses must be incurred within three years from the date of an **accident** causing **bodily injury** covered by this policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on an **insured premises** with the permission of an **insured person**; or
2. elsewhere, if the **bodily injury**:
  - a. arises out of a condition on the **insured premises** or the adjoining ways;
  - b. is caused by the activities of an **insured person** or **residence employee** in the course of employment by an **insured person**;
  - c. is caused by an animal owned by or in the care of an **insured person**; or
  - d. is sustained by a **residence employee** arising out of and in the course of employment by an **insured person**.

**We** will not cover injury to **insured persons** or residents of the **insured premises**, except a **residence employee**.

**We** may pay the injured person or the party that renders the medical services.

Payment under Coverage F is not an admission of liability by **us** or an **insured person**.

### ADDITIONAL PAYMENTS

In addition to the Limits of Liability for Part II, **we** will also pay:

1. **Claim Costs**
  - a. all costs **we** incur in the settlement of any claim or defense of any suit;
  - b. interest on damages awarded in any suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** Limit of Liability. **We** will also pay prejudgment interest as required by law on that part of the judgment **we** pay;
  - c. premiums on appeal bonds and attachment bonds required in any suit **we** defend. **We** will not pay the premium for attachment bonds for an amount beyond **our** Limit of Liability;
  - d. any charge up to \$250 for a bail bond required due to a traffic law violation or auto **accident** causing **bodily injury** or **property damage** covered by this Part. **We** have no obligation to apply for this type of bond;
  - e. loss of earnings up to \$250 a day when **we** ask **you** to attend trials or hearings;
  - f. any other reasonable expenses incurred at **our** request.

**2. First Aid Expenses**

expenses incurred by an **insured person** for immediate first aid for others necessary at the time of an **accident** covered by this policy.

**3. Damage to Property of Others**

at **your** request, up to \$1,000 per occurrence for **property damage** to property owned by others caused by an **insured person**. **We** will, at **our** option, either pay the Replacement Cost of the damaged property or repair or replace the damaged property. However, **we** will not pay for **property damage**:

- a. caused intentionally by an **insured person** who has attained the age of 13;
- b. to the extent damage to property is paid for under Part I or Part III of this policy;
- c. to property owned by an **insured person** or property owned by or rented to a tenant of an **insured person** or a resident of **your** household;
- d. arising out of:
  - (1) an act or omission in connection with a premises (other than an **insured premises**) owned, rented or controlled by an **insured person**;
  - (2) **business** pursuits; or
  - (3) ownership, maintenance or use of a land motor vehicle, trailer, aircraft or watercraft. **We** will pay for **property damage** arising out of ownership, maintenance or use of a land motor vehicle designed for recreational use off public roads, if not subject to motor vehicle registration and not owned by an **insured person**.

**4. Loss Assessment**

up to \$1,000, unless an increased amount is shown on the declaration certificate or otherwise provided by the policy, for **your** share of any loss assessment charged against **you**, during the policy term, as an owner or tenant of the **residence premises** by an association or corporation of property owners or tenants if the assessment is made as a result of: an **occurrence** covered under Part II of this policy; or the liability for an act of a director, trustee or other officer in the capacity of director, trustee or officer. The director, trustee or officer must be elected by the members of an association or corporation and must serve without any pay for performing duties as director, trustee or officer.

**We** will not pay for any loss assessments charged by a governmental body.

**EXCLUSIONS - BODILY INJURY AND PROPERTY DAMAGE NOT COVERED**

Under Part II, **we** will not cover:

- 1. **bodily injury** or **property damage** arising out of: an **insured person's** ownership, maintenance, use or negligent entrustment of; or parental liability imposed by law for the actions of a minor using any of the following:
  - a. aircraft. **We** will cover model airplanes not used or designed to transport cargo or persons;
  - b. a land motor vehicle which is owned, operated or used by, or rented or loaned to, an **insured person**. This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration and is:
    - (1) used exclusively on the **insured premises**; or
    - (2) kept in dead storage on the **insured premises**; or
    - (3) designed and used to assist the handicapped; or
    - (4) designed for recreational use off public roads and is:
      - (a) not owned by an **insured person**; or
      - (b) owned by an **insured person** and the **bodily injury** or **property damage** occurs on the **insured premises**; or
    - (5) a golf cart owned by an **insured person** while used for golfing; or
    - (6) designed as a toy vehicle for use by children, powered by one or more batteries and not built or modified after manufacture to exceed a speed of five miles per hour on level ground;
  - c. watercraft not located on the **insured premises**:
    - (1) owned by or rented to an **insured person** if it has inboard or inboard-outboard motor power of more than 50 horsepower;

- (2) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length;
- (3) powered by one or more outboard motors with more than 50 total horsepower owned by an **insured person**; or
- (4) owned by or rented to an **insured person** if it is a personal watercraft. A personal watercraft means a vessel:
  - (a) which is propelled by a water jet pump engine;
  - (b) designed without an open load carrying area that would retain water; and
  - (c) designed to be operated by one or more persons positioned on, rather than within, the confines of the hull.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by an **insured person**;

- 2. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services including activities relating to the maintenance of law and order or other police functions;
- 3. **bodily injury** or **property damage** arising out of **business** pursuits of an **insured person**. However, **we** will cover activities of that person ordinarily incident to non-**business** pursuits;
- 4. **bodily injury** or **property damage** arising out of any premises owned, rented or controlled by an **insured person** which is not an **insured premises**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by an **insured person**;
- 5. **bodily injury** or **property damage** resulting from an act or omission by an **insured person** which is intended or could reasonably be expected to cause **bodily injury** or **property damage**. This exclusion applies even if the **bodily injury** or **property damage** is different from, or greater than, that which is expected or intended. This exclusion does not apply to **personal injury**;
- 6. an **insured person** who inflicts, or directs another person to inflict, upon any person, sexual molestation, corporal punishment or physical or mental abuse which results in **bodily injury** or **property damage**;
- 7. **bodily injury** or **property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution;
- 8. **bodily injury** resulting from:
  - a. a disease which is transmitted by an **insured person** through sexual contact; or
  - b. the transmission by an **insured person** of the Acquired Immune Deficiency Syndrome (AIDS) virus or HIV by any means;
- 9. **bodily injury** to **you**, any **resident relative**, and any **resident relative** who is also **your** employee, or any other person **you** allow to reside in **your** household. This exclusion does not apply to a person or **residence employee** not related to **you** who resides in **your** household under a rental agreement;
- 10. **bodily injury** or **property damage** resulting from a criminal act or omission committed by anyone.  
This exclusion will apply whether or not anyone, including the **insured person**:
  - a. is charged with a crime;
  - b. is convicted of a crime whether by a court, jury or plea of nolo contendere;
  - c. enters a plea of guilty whether or not accepted by the court; or
  - d. is actually or allegedly insane, even if the **insured person** lacks criminal responsibility by reason of such insanity;
- 11. **bodily injury** or **property damage** resulting directly or indirectly from the ingestion, inhalation or absorption of lead in any form. **We** also will not pay for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead;
- 12. **bodily injury** or **property damage** arising from **fungi**, bacteria or mold. **We** will also not pay for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **fungi**, bacteria or mold. This does not include any **fungi**, bacteria or mold in or on a product intended for consumption;
- 13. **personal injury** arising from duties as a member of a board of directors or as an officer of an organization, except a charitable, religious, civic, cultural, residential, recreational or social non-profit organization;

14. **bodily injury** or **property damage** arising out of acts or omissions committed by or at the direction of any **insured person** while under the influence of any **drug**.

This exclusion does not apply to any acts or omissions committed while under the influence of any prescription **drug** that is:

- a. legally dispensed in the USA; and
- b. taken under the order of and in compliance with the instructions of a doctor licensed in the USA;

15. **bodily injury** or **property damage** arising out of the manufacture, sale, delivery or transfer of any **drug** by any **insured person**.

Under Coverage E, **we** will not cover:

1. liability assumed under an oral or written contract or agreement; or liability under a contract or agreement in connection with any **business** of an **insured person**; or liability of others assumed by the **insured person** before or after an **occurrence** causing the loss;
2. liability for **your** share of any loss assessment charged against all members of an association, corporation or community of property owners or tenants. This exclusion does not apply to Additional Payments - Loss Assessment;
3. **property damage** to, or pollution of, property owned by an **insured person**;
4. **property damage** to property occupied or used by an **insured person** or rented to or in the care of an **insured person**. However, **we** will cover **property damage** to such property caused by fire, smoke or explosion;
5. **bodily injury** to a person if an **insured person** has or is required to have a policy providing Workers' Compensation, non-occupational disability or occupational disease benefits covering the **bodily injury**;
6. **bodily injury** or **property damage** when an **insured person** is covered under a nuclear energy liability policy. This exclusion applies even if the Limits of Liability of that policy have been exhausted;
7. **bodily injury** or **property damage** or any loss caused by actual, alleged or threatened pollution of the environment through discharge, dispersal, seepage, migration, release, or escape of fuels, chemicals or other pollutants or contaminants from any source. **We** also will not pay for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants or contaminants;

This exclusion does not apply to:

- a. **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be;
  - b. liability resulting from the use of product normally used in the cleaning or maintenance of the household or **residence premises**.
8. damages arising out of:
- a. fraud or misrepresentation in the sale or rental of any premises or violations of applicable laws;
  - b. failure to comply with the disclosure requirements of Federal Law 42 U.S.C. § 4852d (lead paint disclosure regulations in the sale or rental of any premises).

Under Coverage F, **we** will not cover:

1. **bodily injury** to a person who is entitled to benefits which are provided or required to be provided under any Workers' Compensation, non-occupational disability or occupational disease law;
2. **bodily injury** from any nuclear reaction, radiation or radioactive contamination or any consequence of any of these.

## CONDITIONS APPLYING TO PART II

### 1. Voluntary Payments

The **insured person** will not, except at the **insured person's** own cost, voluntarily make any payment, assume any obligation or incur expenses other than for first aid expenses at the time of the **accident**.

### 2. Limits of Liability

Regardless of the number of **insured persons**, injured persons, claims made or suits brought, **our** liability is limited as follows:

- a. with respect to Coverage E, the Limit of Liability stated on the declaration certificate or applicable policy change endorsement is the total limit of **our** liability for all damages resulting from any one **occurrence**.



- b. with respect to Coverage F, the Limit of Liability stated on the declaration certificate as applicable to "each person" is **our** Limit of Liability for all medical expenses for **bodily injury** to any one person as the result of any one **accident**.

**3. Severability of Interest**

The Limits of Liability are not increased because claim is made or suit is brought against more than one **insured person** in the same occurrence.

**4. Suit Against Us**

**We** may not be sued under this Part:

- a. unless there is full compliance with all the terms of this policy; and
- b. under Coverage E, until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial or by written agreement of the **insured person**, the claimant and **us**.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

**5. Bankruptcy**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

**6. Other Insurance - Coverage E**

If at the time of loss there is other insurance in the name of an association or corporation of property owners or tenants covering the same property covered by this policy, the insurance afforded by this policy shall be excess over the amount recoverable under such other insurance. Otherwise, if both this and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

## PART III - OPTIONAL INSURANCE COVERAGES

Coverage from this Part applies only if shown on the declaration certificate.  
All provisions of this policy apply to each Optional Insurance Coverage contained in this Part  
unless modified by the terms of the specific Optional Insurance Coverage.

### THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO THOSE FOUND ON PAGES 6 AND 7 OF THIS POLICY:

1. **Attached Equipment** means all equipment which is permanently attached to **your boat**. **Attached equipment** also includes: outboard motor remote controls; sails, spars and rigging of sailboats; electric harness and a single fuel tank of an outboard motor but not any outboard motor batteries.
2. **Boat** means:
  - a. a sailboat less than 26 feet in length; or
  - b. an inboard, outboard or inboard/outboard powered boat 24 feet or less in length and powered by not more than 200 total horsepower.
3. **Functional Replacement Cost** means the amount which it would cost to repair or replace the damaged structures with less costly common construction materials and methods which are functionally equivalent to obsolete, antique or custom construction materials and methods used in the original construction of the structure.
4. **Identity Theft** means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured person** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

**Identity theft** includes the misuse of an **insured person's**:

- a. name;
- b. address;
- c. social security number;
- d. bank account number; or
- e. other identifying information;

It also includes, but is not limited to, the use of any identifying information to:

1. open credit card accounts;
2. take over existing accounts;
3. obtain loans in the **insured person's** name; or
4. steal funds from the **insured person's** savings, checking or investment accounts.

5. **Identity Theft Expenses** means:
  - a. costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel.
  - d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. reasonable attorney fees incurred as a result of the theft of the **insured person's** identity to:
    - (1) defend lawsuits brought against an **insured person** by merchants, financial institutions or their collection agencies;
    - (2) remove any criminal or civil judgments wrongly entered against an **insured person**; and
    - (3) challenge the accuracy or completeness of any information in a consumer credit report.
  - f. charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **identity theft**.



6. **Motor** means one or two motors of more than 5 horsepower but not more than 200 total horsepower.
7. **Replacement Boat or Replacement Motor** means a **boat** or **motor**, ownership of which is acquired by the **named insured** after the effective date of this policy when it replaces the described **boat** or **motor**. **We** must be told about it within 30 days after the acquisition.
8. **Safety and Lifesaving Equipment** means any items used primarily for safety and lifesaving purposes including, but not limited to: life preservers; fire extinguishers; horns; portable safety or navigation lights; flares and flare guns; binoculars; anchors; oars or paddles; dinghies and life rafts; ropes; and bilge pumps.
9. **Unattached Equipment** means all equipment which is not permanently attached to **your boat** including, but not limited to: a trailer, extra fuel tanks, outboard motors of 5 horsepower or less; outboard motor batteries, cook stoves, deck chairs and seat cushions, convenience lights, boat and motor covers, detachable canopies and similar boat accessories and equipment used in connection with the operation of a boat; and **safety and lifesaving equipment**.
10. **Your Boat** means the boat and motor described on the declaration certificate or a replacement boat or **replacement motor**.

## H-15 - SPECIAL PERSONAL PROPERTY COVERAGE

It is agreed that Part I - Property Insurance Coverages, is amended as follows:

Special Limits on Certain Property - Personal Property Groups 5, 6 and 7 are deleted and replaced by the following:

5. \$1,000 Theft, misplacing or losing of:
  - a. jewelry, watches, precious and semi-precious stones; and
  - b. furs, including any article containing fur which represents its principal value.
6. \$3,000 Theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.
7. \$2,000 Theft, misplacing or losing of firearms and their accessories.

**Perils We Insure Against** is deleted and replaced by the following:

**We** cover accidental direct physical loss to property insured under Coverages A, B and C except as limited or excluded under this policy.

**Exclusions** is revised as follows:

The following paragraph is added to Exclusion 2. Earth Movement:

This exclusion does not apply to Coverage C - Personal Property.

The following paragraph is added to Exclusion 3. Water Damage:

Water damage to personal property at the **insured premises** or at any other location owned, rented, occupied or controlled by an **insured person** is not covered. However, water damage to personal property away from the **insured premises** or away from any other location owned, rented, occupied or controlled by an **insured person** is covered.

The Part I - Exclusion B. first sentence is deleted and replaced with the following:

**We** do not insure for any loss to the property described under Coverages A, B and C which consists of or is caused by, one or more of the following excluded events, perils or conditions.

The following exclusions are added:

Under Coverage C, **we** do not cover loss resulting from:

1. Breakage of porcelains, bric-a-brac, glassware, marble, eyeglasses, statuary, and other fragile articles of a similar nature other than: jewelry, cameras, watches, and photographic lenses unless breakage results from one of the following:
  - a. Fire or Lightning, Windstorm or Hail, Explosion, Riot or Civil Commotion, Earthquake, Volcanic Eruption.
  - b. Aircraft, Vehicles.
  - c. Smoke, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
  - d. Vandalism and Malicious Mischief, Theft or Attempted Theft.
  - e. Sudden and accidental tearing apart, cracking, bursting, bulging of a heating, air conditioning, or automatic fire protection sprinkler system or water heating appliance.
  - f. Collapse of a dwelling or any part of that building.
2. Acts or decisions of any person, group, organization or government body, including their failure to act or decide.

3. Confiscation, seizure or destruction by order of government or public authority.
4. Repairing, renovating or refinishing of property other than jewelry, watches or furs.
5. Extremes of temperature or dampness of atmosphere except if the primary cause of loss is rain, sleet, snow or hail.
6. Collision, other than with a land motor vehicle, swamping, sinking or stranding of a watercraft, including their furnishings, equipment, outboard motors and trailers.

Any ensuing loss to property that is not excluded is covered as provided for in the policy.

#### **H-35 - INCREASED LIMITS ON LOSS ASSESSMENT**

The Limits of Liability under Part I - Additional Insurance Coverage 7. and Part II - Additional Payments 4. Loss Assessment, are increased as shown on the declaration certificate and include any amounts provided under any additional endorsements that may apply to the policy.

#### **H-40 - ADDITIONAL STRUCTURES RENTED TO OTHERS**

**We** will cover additional structures which are on the **residence premises** and rented or held for rental in whole or in part for dwelling purposes to a person other than a tenant of the described dwelling.

**Part I:**

**We** will cover under Coverage B, direct loss to these structures caused by Perils We Insure Against up to the Limit of Liability shown on the declaration certificate.

**Part II:**

The definition of **insured premises** under Coverages E and F includes these additional structures.

#### **H-41 - ADDITIONAL INTERESTS**

The definition of **insured person** includes the person or organization named on the declaration certificate with respect to:

**Part I:**

Coverages A and B, or Coverage C if so designated; and

**Part II:**

Coverages E and F, but only with respect to the **residence premises**.

This coverage does not apply to **bodily injury** to any employee of the person or organization named on the declaration certificate as an Additional Insured Person arising out of or in the course of employment for that person or organization.

#### **H-42 - OFFICE, PROFESSIONAL, PRIVATE SCHOOL OR STUDIO OCCUPANCY DESCRIBED RESIDENCE PREMISES**

**Part I:**

Under Coverage B - Additional Structures, numbered item 1. does not apply for use of additional structures located on the **residence premises** as an office, school or studio, which shall not be considered as used for **business** purposes.

Under Coverage C, Special Limits on Certain Property, the \$2,500 Limit of Liability for **business** property on the **residence premises** does not apply to:

equipment (other than electronic data processing equipment and related software), supplies and furnishings usual or incidental to the occupancy described on the declaration certificate or applicable policy change endorsement only while such property is on the described **residence premises**.

**Part II:**

Under Coverages E and F, the occupancy of a part of the described **residence premises** by the **insured person** as an office, school or studio shall not be considered a **business**.

The exclusions under Part II relating to professional services and **business** pursuits are amended as follows:

Under Part II, **we** will not cover:

**bodily injury** or **property damage** arising out of the rendering of or failing to render professional services of any nature including but not limited to any architectural, engineering or industrial design services, any medical, surgical, dental or other services or treatment conducive to the health of persons or animals and any beauty or barber services or treatment;

**bodily injury or property damage** arising out of **business** pursuits of an **insured person**. However, **we** will cover activities normally considered non-**business** or pertaining to the occupancy described on the declaration certificate.

The following Exclusions are added to Part II:

Under Part II, **we** will not cover:

**bodily injury** to any employee of an **insured person** arising out of the **business** use of the occupancy described on the declaration certificate other than to a **residence employee** while engaged in employment for an **insured person**; or

**bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of the **insured person**.

#### **H-50 - EXPANDED BUILDING MATERIALS COVERAGE**

Under Part I - Exclusion B.5. is deleted and replaced with the following:

Subject to the deductible shown for Part I on the declaration certificate, **we** will pay up to \$30,000 for direct loss to building materials that are to be used in the new construction of the dwelling and additional structures caused by the perils of:

1. theft; or
2. collision or overturn of a conveyance while being transported to the **residence premises**.

Coverage is provided for the shortest of the following time periods:

1. the policy term shown on the declaration certificate;
2. until the property is completed and occupied as a dwelling; or
3. termination of the policy.

If a loss covered by this policy is also covered by other insurance, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

#### **H-51 - FOUNDATION COLLAPSE COVERAGE**

Under Part I - Exclusion B. 4.f. is revised as follows:

During the course of construction, **we** will cover bulging, cracking or collapse of a foundation caused by:

1. landslide;
2. earth movement;
3. freezing, thawing, pressure or weight of water or ice; or
4. water below the surface of the ground.

Coverage is provided for the shortest of the following time periods:

1. the policy term shown on the declaration certificate;
2. until the property is completed and occupied as a dwelling; or
3. termination of this policy.

#### **H-54 - EARTHQUAKE DAMAGE ASSUMPTION**

**We** cover direct loss to covered property caused by earthquake including land shock waves or tremors before, during or after a volcanic eruption. If more than one earthquake shock occurs during a 72 hour period, all such shocks will constitute one earthquake.

#### **Special Exclusions**

**We** do not cover loss due directly or indirectly to:

1. any flood or tidal wave, however caused; or
2. landslide, mudflow, earth sinking, rising or shifting.

#### **Deductible**

**We** will pay for loss minus the larger of:

1. 10% of the total amount of insurance that applies; or
2. \$250.

This deductible applies separately to loss under Coverage A, Coverage B and Coverage C.

This coverage does not increase the amount of insurance that applies to covered property.

## **H-61 - SCHEDULED PERSONAL PROPERTY COVERAGE**

### **Insuring Agreement**

**We** will cover **your** Scheduled Personal Property while it is anywhere in the world. However, **we** will only cover fine arts in the United States or Canada. If golfer's equipment is scheduled, **we** will also cover **your** non-golfing clothes contained in a locker while **you** are golfing.

**We** do not cover:

fine arts on exhibition at fair grounds or expositions.

Postage stamps or rare and current coin collections:

1. shipped by other than registered mail;
2. while being handled or worked on;
3. while in the custody of transportation companies;
4. if the property is incidental to the hobby of collecting stamps and coins but not an actual part of the stamp or coin collection.

Cameras and musical instruments if they are used professionally but described as non-professional on this endorsement.

Pens, pencils, flasks, smoking implements or accessories or articles of personal adornment, as Silverware.

### **Perils We Insure Against**

Part I - Perils We Insure Against is replaced by the following:

**We** cover risk of direct physical loss, unless excluded under this coverage, to **your** Scheduled Personal Property. However, if golfer's equipment is scheduled, golf balls are only covered for the perils of fire and theft from a building, room or locker if it is likely a theft has occurred.

Part I - Exclusions is replaced by the following:

**We** will not cover loss to **your** Scheduled Personal Property caused directly or indirectly (whether or not any other cause or event contributes concurrently or in any sequence to the loss) by any of the following:

1. war (declared or undeclared), civil war, insurrection, rebellion or revolution;
2. nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon, even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered;
3. an action by or at the direction of an **insured person** committed with the intent to cause a loss. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
  - a. such loss arose out of a pattern of criminal domestic violence; and
  - b. the perpetrator of the loss is criminally prosecuted for the act causing the loss.

If **we** pay a claim pursuant to this exception, **our** payment to the **insured person** is limited to that **insured person's** insurable interest in the property less any payments **we** first made to a mortgagee or other party with legal secured interest in the property. In no event will **we** pay more than the Limit of Liability.

4. neglect of an **insured person** to use all reasonable means to protect Scheduled Personal Property at and after the time of any loss;
5. wear and tear, deterioration;
6. inherent vice;
7. vermin or insects.

### **Additional Exclusions for Certain Classes of Property**

1. Postage stamps or rare and current coin collections and collectibles. **We** will not cover:
  - a. fading, creasing, denting, scratching, tearing, thinning or transfer of colors;
  - b. inherent defect;
  - c. depreciation;

- d. damage caused by dampness or extremes of temperature;
  - e. theft from an unattended vehicle unless being shipped as registered mail;
  - f. disappearance of individual stamps, coins or other articles unless the item is:
    - (1) individually described and scheduled with a specific amount of insurance; or
    - (2) mounted in a volume or book and the page to which the item was attached is also lost.
2. Sports equipment and guns. **We** will not cover loss or damage caused by:
- a. the refinishing, renovating or repairing process;
  - b. dampness or extremes of temperature;
  - c. faulty manufacture;
  - d. rust, fouling or explosion of firearms;
  - e. infidelity of an **insured person's** employees or persons to whom the Scheduled Personal Property may be entrusted or rented.
3. Fine arts. **We** will not cover:
- a. damage caused by and resulting from the repairing, restoration or retouching process;
  - b. unless otherwise indicated on the declaration certificate, breakage of art glass windows, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles unless caused by the following:
    - (1) fire or lightning;
    - (2) explosion, aircraft or collision;
    - (3) windstorm, earthquake or flood;
    - (4) malicious damage or theft;
    - (5) derailment or overturn of a conveyance.

**Conditions** - Conditions applying to Part I and General Policy Conditions applying to all Parts apply, in addition to the following:

#### 1. How Losses are Settled

- a. Fine arts. **We** have agreed that the value of **your** fine arts is the amount of insurance shown on the Schedule. In the event of loss, **we** will pay no more than that amount.
- b. Postage stamps, rare and current coin collections and collectibles. Loss or damage to individually scheduled items will be settled as stated in subsequent paragraph 1.c. When stamps, coins or collectibles are covered on a blanket basis, **we** will pay the ratio that the amount of insurance bears to the market value at the time of loss. In no event, will **we** pay more than the market value nor more than: \$1,000 on any unscheduled coin collection; or more than \$250 for any one stamp, coin or individual article or any one pair, strip, block, series sheet, cover, frame or card.
- c. Other Scheduled Personal Property. The value of the property will be determined at the time of loss or damage. Payment will not exceed the smallest of:
  - (1) the Actual Cash Value, which includes deduction for depreciation at the time of loss or damage;
  - (2) the cost to repair or restore the property to its condition before the loss or damage;
  - (3) the cost to replace the property with property of like kind and quality; or
  - (4) the amount of insurance shown for the covered item.

#### 2. Loss to a Pair or Set

Jewelry and fine arts. If there is loss or damage to an item which is part of a pair or set and **we** are unable to repair, restore or replace the item, **we** will pay for the entire pair or set. If this occurs, **you** must give **us** the remaining part of the pair or set.

Other than jewelry and fine arts. If there is loss or damage to an item which is part of a pair or set, **we** will pay the smallest of:

- a. the cost to repair, restore or replace the item to its condition before the loss; or
- b. the difference between the Actual Cash Value of the property before and after the loss. Actual Cash Value includes deduction for depreciation.

**3. Loss to a Part**

If an item of Scheduled Personal Property consists of several parts, **we** will only be liable for the value of the part that is lost or damaged.

**4. Additional Property (Jewelry, Furs, Cameras, Musical Instruments and Fine Arts)**

**We** will cover additional property **you** acquire if **you** already have Scheduled Personal Property of that same class. **You** must notify **us** within 30 days of the date **you** acquire the property and pay any required additional premium. If loss or damage occurs to this property within the first 30 days **you** own it and prior to adding it to **your** Schedule, **we** will pay no more than the smallest of:

- a. 25% of the amount of insurance for that class; or
- b. \$10,000.

**H-65 - INCREASED LIMITS ON MONEY AND SECURITIES**

The aggregate Limit of Liability for each of the following groups under the Special Limits on Certain Property under Coverage C are increased as shown on the declaration certificate:

1. Money, bank notes, gold or silver bullion, coins and medals and other numismatic property.
2. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, manuscripts and tickets.

**H-70 - ADDITIONAL RESIDENCE PREMISES RENTED TO OTHERS**

The definition of **insured premises** for Coverages E and F includes the additional premises described on the declaration certificate that **you** rent to others for use as a dwelling.

Under Definitions Used Throughout This Policy, the following item g. is added to the exceptions to definition 2. **Business**: However, **business** does not mean:

- g. the rental or holding for rental to others of the additional premises described on the declaration certificate.

**H-71 - BUSINESS PURSUITS**

It is agreed that the insurance afforded under Coverages E and F is extended to apply to the **business** pursuits of the person named on the declaration certificate.

This does not apply:

1. to **bodily injury** or **property damage** arising out of the **business** pursuits of the **insured person** in connection with a **business** owned or financially controlled by that **insured person** or by a partnership of which that **insured person** is a partner or member;
2. to **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature other than teaching, including but not limited to any architectural, engineering or industrial design services, any medical, surgical, dental or other services or treatment conducive to the health of persons or animals and any beauty or barber services or treatment;
3. to **bodily injury** to a fellow employee of the **insured person** injured in the course of employment;
4. when the **insured person** is a member of the faculty or teaching staff of any school or college, to:
  - a. **bodily injury** or **property damage** arising out of the maintenance, use, loading or unloading of draft or saddle animals, vehicles for use therewith, aircraft, motor vehicle, recreational motor vehicle or watercraft owned or operated, or hired by or for the **insured person** for the purpose of the instruction in that use thereof; or
  - b. **bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of the **insured person**. This exclusion does not apply under Coverage E.



## H-75 - WATERCRAFT LIABILITY COVERAGE

It is agreed that the insurance afforded under Coverages E and F is extended to apply to the boat described on the declaration certificate.

### Exclusions

This insurance does not apply:

1. to any boat while it is being operated in:
  - a. any prearranged or organized race,
  - b. speed contest, or
  - c. other competition or public demonstration.
2. while the boat is used to carry persons or cargo for a fee, for any **business** purpose, or is rented to others.

## H-76 - WATERCRAFT PHYSICAL DAMAGE COVERAGE

### Insuring Agreement

**We** will pay for direct physical loss to **your boat**, including its **attached equipment**, less the deductible amount shown for this coverage on the declaration certificate. **We** will also pay for direct physical loss to **unattached equipment** up to \$500.

### Exclusions

**We** will not cover loss to **your boat** resulting directly or indirectly (whether or not any other cause or event contributes concurrently or in any sequence to the loss) from any of the following:

1. Neglect of an **insured person** to use all reasonable means to protect covered property at and after the time of loss.
2. Infidelity of an **insured person's** employees or of any person using **your boat** with **your** permission.
3. War, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose and any consequence of any of these.
4. Nuclear action meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke and **we** do not cover loss by fire, explosion or smoke resulting from nuclear action.
5. Wear and tear (including marring, scratching, chipping and denting), gradual deterioration, dampness or weathering (including blistering and delamination).
6. Rust, corrosion, electrolysis, mold, or wet or dry rot or mold that ensues from perils other than fire and lightning.
7. Inherent vice or latent or physical defect.
8. Structural, electrical or mechanical breakdown or failure.
9. Contamination.
10. Freezing or overheating.
11. Smog, smoke from agricultural smudging or industrial operations.
12. Moths, vermin, rodents, worms, domestic animals or marine life (including zebra mussels).
13. Repair, restoration, renovation, service or maintenance. Damage caused by fire or explosion resulting from any of these is covered.
14. An act or omission by an **insured person** which is intended or could reasonably be expected to cause a loss. This exclusion applies even if the loss is different from, or greater than, that which is expected or intended.
15. Seizure or confiscation of **your boat** by, or surrender of **your boat** to, any:
  - a. legally constituted authority; or
  - b. lienholder, subrogee, assignee, or person with a superior right of ownership or possession.

**We** will not cover loss to:

1. Any boat which is rented, chartered or leased unless it is **your boat**.
2. Covered property while **your boat** is operated in any prearranged race, speed or jumping contest. This exclusion does not apply to sailboat racing.
3. Covered property resulting from the unseaworthiness of **your boat**.

**Conditions** - The General Policy Conditions Applying To All Parts apply, in addition to the following:

### How Losses are Settled

**We** will pay Actual Cash Value of the damaged or stolen property at the time of loss in settlement of both partial and total losses. This includes deduction for depreciation. In no event will **we** pay more than the Limit of Liability for **your boat** shown on the declaration certificate.

### H-80 - FUNCTIONAL REPLACEMENT COST LOSS SETTLEMENT

Under Part I - Property Insurance Coverages, Conditions applying to Part I, 3. How Losses are Settled is deleted and replaced with the following:

#### 3. How Losses are Settled

##### Building Structures

**We** will pay the **functional replacement cost** to repair or replace the damaged part of the dwelling or additional structures if, at the time of loss, the amount of insurance for the dwelling or additional structures covered by this policy is 80% or more of the **functional replacement cost**.

If, at the time of loss, the amount of insurance for the dwelling or additional structures in the policy is less than 80% of the **functional replacement cost**, **we** will pay the larger of the following amounts:

- a. the Actual Cash Value of the damaged part of the dwelling or additional structure with equivalent construction and for equivalent use; or
- b. the amount of the loss multiplied by the ratio of the amount of insurance on the dwelling or additional structure to 80% of its **functional replacement cost**.

However, **we** will pay no more than the smallest of the following:

- a. the Limit of Liability in this policy for the dwelling or additional structures; or
- b. the **functional replacement cost** to repair or replace the damaged dwelling or additional structures on the same premises.

If the cost to repair or replace the damaged property is more than \$1,000, **we** will not be liable for **functional replacement cost** until actual repair or replacement is completed.

In determining **functional replacement cost**, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.

If **you** decide not to functionally repair or replace the damaged property, settlement will be on an Actual Cash Value basis; this includes deduction for depreciation. **You** may make claim within two years after the date of loss for any additional payment on a **functional replacement cost** basis if **you** repair or replace the damaged property.

##### Property of the Following Types:

**We** will pay Actual Cash Value at the time of loss in settlement of loss to:

1. structures that are not buildings; and
2. antennas, wall-to-wall carpeting, awnings, domestic appliances, wood fences and outdoor equipment, all whether or not attached to buildings.

This includes deduction for depreciation. **We** will pay no more than: the cost to repair or replace the damaged property with property of like kind and quality; or the Limits of Liability of this policy.

### H-90 - LIMITED MATCHING OF UNDAMAGED ROOFING AND/OR SIDING COVERAGE

**We** will pay up to the limit shown on the declaration certificate for this coverage for the cost to replace undamaged vinyl or aluminum siding (including soffit and fascia) and/or composition/asphalt shingle roofing of **your** covered dwelling or additional structure, with material of like kind and quality that reasonably match materials that were damaged in a covered loss.

This coverage applies only if substantially similar siding and/or shingles are no longer available to repair or replace the damaged portion of the covered dwelling and/or additional structure at the **residence premises**.

This coverage does not apply to mismatches caused by:

1. color differences due to fading, oxidation, rust, corrosion or weathering; or
2. wear and tear, marring, scratching, deterioration.



**We** will not pay to replace siding and/or roofing material of any other dwelling or additional structure on the **residence premises** that is undamaged in order to match the newly repaired or replaced siding and/or roofing material of any damaged dwelling or additional structure.

If payment for damaged roofing was made under the provisions of Optional Insurance Coverage H-93 – Actual Cash Value Loss Settlement For Roof Surfacing Damaged by Windstorm or Hail, loss settlement will be based upon the Actual Cash Value of the undamaged roofing material being replaced. This includes a deduction for depreciation.

### **H-93 - ACTUAL CASH VALUE LOSS SETTLEMENT FOR ROOF SURFACING DAMAGED BY WINDSTORM OR HAIL**

Under Definitions Used Throughout This Policy, the following definition is added:

**Roof surfacing** means the roofing components attached to the exterior of the roof decking of **your** dwelling or other structures insured under Coverage A - Dwelling or Coverage B - Additional Structures.

Under Conditions Applying To Part I, 3. How Losses Are Settled:

Property of the Following Types is deleted in its entirety and replaced with the following:

#### **Property of the Following Types:**

**We** will pay Actual Cash Value at the time of loss in settlement of loss to the following property:

- a. personal property;
- b. structures that are not buildings, including their **roof surfacing**;
- c. **roof surfacing** on structures that are buildings if a loss to the **roof surfacing** is caused by the peril of windstorm or hail;
- d. antennas, wall-to-wall carpeting, awnings, domestic appliances, wood fences and outdoor equipment, all whether or not attached to buildings.

This includes deduction for depreciation. **We** will pay no more than the cost to repair or replace the damaged property with property of like kind and quality; or the limits of liability of this policy.

The introductory paragraph under Building Structures is deleted in its entirety and replaced with the following:

**We** will pay the cost to repair or replace the damaged part of the dwelling or additional structures, except for **roof surfacing** if the loss to the **roof surfacing** is caused by the peril of windstorm or hail, with equivalent construction and for equivalent use, without deduction for depreciation if, at the time of loss, the amount of insurance for the dwelling or additional structures covered by this policy is 80% or more of the Replacement Cost.

Under Part III, Optional Insurance Coverage H-80, Functional Replacement Cost Loss Settlement:

The introductory paragraph under Building Structures is deleted in its entirety and replaced with the following:

**We** will pay the **functional replacement cost** to repair or replace the damaged part of the dwelling or additional structures, except for **roof surfacing** if the loss to the **roof surfacing** is caused by the peril of windstorm or hail if, at the time of loss, the amount of insurance for the dwelling or additional structures covered by this policy is 80% or more of the **functional replacement cost**.

The provisions of this optional insurance coverage do not apply if **we** deem **your** covered property to be a total loss.

### **H-95 - SEWER, DRAIN AND SUMP WATER BACKUP COVERAGE**

**We** will pay for accidental direct physical loss to covered property described below caused by:

1. water or any other substance from outside the **residence premises** plumbing system that enters the dwelling or additional structure through household sewers, drains or drainage fixtures or a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
2. water or any other substance originating from inside the dwelling or additional structure which escapes the plumbing system through a floor drain inside the dwelling or additional structure.

Unless the declaration certificate shows Limited Personal Property, covered property includes property described under Part I of the policy.

If the declaration certificate shows Limited Personal Property, covered property includes the dwelling and only the following personal property while located in the dwelling:

- a. clothes washers and dryers;
- b. food freezers and the food in them;

- c. refrigerators;
- d. ranges;
- e. portable dishwashers; and
- f. dehumidifiers.

The most **we** will pay for any one loss is the Total Limit of insurance shown on the declaration certificate for this coverage. If a separate Personal Property Limit is shown, of the Total Limit, this is the most **we** will pay for personal property damaged in the same loss.

#### Perils We Insure Against

Under 13. Accidental Discharge or Overflow of Water or Steam, paragraphs c. and d. are deleted.

#### Exclusions

1. Part I - Exclusions A. 3.b. and 3.c. and B. 4.i. are deleted.
2. **We** do not cover any loss under this coverage if the loss occurs or is in progress within the first five days of inception of this coverage.

#### Deductible

**We** will only pay that part of the loss which exceeds \$1,000 or the Part I deductible shown on the declaration certificate, whichever is greater.

#### H-210 - SPECIAL JEWELRY AND FURS COVERAGE

Part I - Property Insurance Coverages, is amended as follows:

Under the Special Limits on Certain Property under Coverage C, Personal Property Group 5. is deleted and replaced with the following Additional Insurance Coverage:

**Jewelry and Furs.** **We** cover risk of direct physical loss to jewelry, watches, precious and semi-precious stones and furs, including any article containing fur which represents its principal value.

**We** will not cover loss or damage caused by:

1. war (declared or undeclared), civil war, insurrection, rebellion or revolution;
2. nuclear action, contamination or discharge of a nuclear weapon, even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered;
3. an action by or at the direction of an **insured person** committed with the intent to cause a loss. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
  - a. such loss arose out of a pattern of criminal domestic violence; and
  - b. the perpetrator of the loss is criminally prosecuted for the act causing the loss.

If **we** pay a claim pursuant to this exception, **our** payment to the **insured person** is limited to that **insured person's** insurable interest in the property less any payments **we** first made to a mortgagee or other party with legal secured interest in the property. In no event will **we** pay more than the Limit of Liability.

4. neglect of an **insured person** to use all reasonable means to protect property at and after the time of any loss;
5. wear and tear, deterioration; inherent vice; vermin or insects.

In addition to the otherwise applicable limitations and exclusions, the Limit of Liability for loss caused by theft, misplacing or losing shall be the amount shown on the declaration certificate for this coverage, subject to a maximum per item limit as shown below:

Limit of Liability Option	Maximum Per Item Limit
\$2,500	\$1,000
\$5,000	\$2,500

### **Deductible**

**We** will only pay that part of the loss which exceeds \$250. No other deductible applies to this coverage.

### **H-290 - PERSONAL PROPERTY REPLACEMENT COST**

**We** will pay, in the event of a loss under Coverage C, the Replacement Cost of:

1. personal property;
2. structures that are not buildings; and
3. antennas, wall-to-wall carpeting, awnings, domestic appliances and outdoor equipment, all whether attached to the building structure or not.

Replacement Cost means the cost, at time of loss, of a new article identical to that damaged or destroyed or which is of comparable quality when the identical article is no longer available.

### **Exclusions**

Replacement Cost settlement will not apply to:

1. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles;
2. articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector's items;
3. property not maintained in good or workable condition;
4. property which is obsolete or unusable for the purpose for which it was originally intended because of its age or condition;
5. property which is separately and specifically described on any applicable Scheduled Personal Property endorsement attached to this policy;
6. property ordinarily situated throughout the year at residences other than the described dwelling.

### **Limits of Liability**

Payment for any single item will not exceed the smallest of the following amounts:

1. the cost to replace the item with a similar item of like kind and quality;
2. the cost of repair or restoration;
3. the Limit of Liability shown on the declaration certificate for Coverage C, any Special Limit of Liability described in this policy, or the amount of insurance stated on any applicable Scheduled Personal Property endorsement attached to this policy.

### **Conditions**

When the Replacement Cost for the entire loss is more than \$1,000, **we** will not pay more than the Actual Cash Value of the damaged property until the repair, restoration or replacement is completed. Actual Cash Value means there may be a deduction for depreciation.

If **you** decide not to repair, restore or replace the damaged or stolen property, settlement will be on an Actual Cash Value basis, not to exceed the Limit of Liability shown on the declaration certificate for Coverage C, any Special Limit of Liability described in this policy, or the amount of insurance stated for any applicable Scheduled Personal Property Coverage provided by this policy. **You** may make a claim within one year after the date of loss for any additional payment on a Replacement Cost basis if **you** repair, restore or replace the damaged or stolen property.

### **H-300 - EXCLUDED ADDITIONAL STRUCTURES**

In consideration of the continuation of this policy, it is agreed between **you** and **us** that the additional structure(s) specified as excluded on the declaration certificate, and all Personal Property which is located within the listed structure(s) at the time of loss, are removed from coverage under all Parts of the policy.

### **H-314 - ELECTRONIC DATA PROCESSING EQUIPMENT AND SOFTWARE**

The Limit of Liability for electronic data processing equipment and related software is increased to the amount shown on the declaration certificate. The equipment and software may be used for personal or **business** use but must be usually located on the **residence premises**.

### **Deductible**

**We** will only pay that part of the loss which exceeds \$250. No other deductible applies to this coverage.

### **H-412 - INCREASED LIMITS ON BUSINESS PROPERTY**

The Limits of Liability for each of the following groups under Special Limits on Certain Property under Coverage C are increased as follows:

13. Personal property primarily used or intended for **business** purposes while on the **residence premises** is increased to the total limit as shown on the declaration certificate.
14. Personal property primarily used or intended for **business** purposes while away from the **residence premises** is 10% of the total limit shown on the declaration certificate for **business** property.

### **H-500 - PROTECTION PLUS HOMEOWNERS PACKAGE**

The following Additional Insurance Coverages and increased Limits of Liability apply, as described:

#### **1. Building Codes**

The Limit of Liability under Additional Insurance Coverage 9. Building Codes, is increased to provide that **we** will pay up to an additional 20% of the amount of insurance under Coverage A - Dwelling.

#### **2. Lock Replacement**

**We** will pay up to \$500 during the policy term for reasonable expenses **you** incur to re-key or replace keys and locks on exterior doors of the dwelling located on the **residence premises** as may be required when the keys to those locks are lost or stolen.

No deductible will apply.

#### **3. Refrigerated Goods**

**We** will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power or mechanical failure. If the interruption of power or mechanical failure is known to **you**, all reasonable means must be used to protect such contents from further damage. Interruption of power or mechanical failure does not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril We Insure Against.

Payment will not increase the amount of insurance applying to the covered property.

No deductible will apply.

#### **4. Temperature Change**

**We** will pay for loss to covered personal property in a building structure at the **residence premises** resulting from temperature changes when there is loss to the building structure caused by a Peril We Insure Against.

#### **5. Fire Department Charges**

The Limit of Liability under Additional Insurance Coverage 2. Fire Department Charges is increased to provide that **we** will pay up to \$1,500.

#### **6. Loss Assessment**

The Limits of Liability under Part I - Additional Insurance Coverage 7. and Part II - Additional Payments 4. Loss Assessment are increased to provide that **we** will pay up to \$50,000.

#### **7. Electronic Data Processing Equipment and Software**

**We** will pay up to \$10,000 for electronic data processing equipment and related software. The equipment and software may be used for personal or **business** use but must be usually located on the **residence premises**.

### **Deductible**

**We** will only pay that part of the loss that exceeds \$250. No other deductible applies to this coverage.

#### **8. Special Jewelry and Furs Coverage**

Coverage as provided by Optional Insurance Coverage H-210 - Special Jewelry and Furs Coverage is included. The \$2,500 Limit of Liability option applies.

## H-600 - IDENTITY THEFT EXPENSE COVERAGE

**We** will pay up to \$15,000 for **identity theft expenses** incurred by an **insured person** as a direct result of an act or series of acts of **identity theft** committed by a person or group of persons against an **insured person** first discovered or learned of within the policy term shown on the declaration certificate. Total payment for lost income is subject to a \$250 per day \$5,000 maximum.

### Deductible

**We** will only pay that part of the loss that exceeds \$250. No other deductible applies to this coverage.

### Exclusions

**We** do not cover:

1. Loss arising out of or in connection with a **business**;
2. Expenses incurred due to any fraudulent, dishonest or criminal act by an **insured person**, whether acting alone or in collusion with others.

## H-700 - PLATINUM ADVANTAGE HOMEOWNERS PACKAGE

The following Additional Insurance Coverages and increased Limits of Liability apply, as described:

### 1. Building Codes

The Limit of Liability under Additional Insurance Coverage 9. Building Codes, is increased to provide that **we** will pay up to an additional 20% of the amount of insurance under Coverage A - Dwelling.

### 2. Lock Replacement

**We** will pay up to \$500 during the policy term for reasonable expenses **you** incur to re-key or replace keys and locks on exterior doors of the dwelling located on the **residence premises** as may be required when the keys to those locks are lost or stolen.

No deductible will apply.

### 3. Refrigerated Goods

**We** will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power or mechanical failure. If the interruption of power or mechanical failure is known to **you**, all reasonable means must be used to protect such contents from further damage. Interruption of power or mechanical failure does not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril We Insure Against.

Payment will not increase the amount of insurance applying to the covered property.

No deductible will apply.

### 4. Temperature Change

**We** will pay for loss to covered personal property in a building structure at the **residence premises** resulting from temperature changes when there is loss to the building structure caused by a Peril We Insure Against.

### 5. Fire Department Charges

The Limit of Liability under Additional Insurance Coverage 2. Fire Department Charges is increased to provide that **we** will pay up to \$1,500.

### 6. Loss Assessment

The Limits of Liability under Part I - Additional Insurance Coverage 7. and Part II - Additional Payments 4. Loss Assessment are increased to provide that **we** will pay up to \$50,000.

### 7. Electronic Data Processing Equipment and Software

**We** will pay up to \$10,000 for electronic data processing equipment and related software. The equipment and software may be used for personal or **business** use but must be usually located on the **residence premises**.

### Deductible

**We** will only pay that part of the loss which exceeds \$250. No other deductible applies to this coverage.



**8. Special Jewelry and Furs Coverage**

Part I - Property Insurance Coverages, is amended as follows:

Under the Special Limits on Certain Property under Coverage C, Personal Property Group 5. is deleted and replaced with the following Additional Insurance Coverage:

**Jewelry and Furs**

**We** cover direct physical loss to jewelry, watches, precious and semi-precious stones and furs, including any article containing fur which represents its principal value.

**We** will not cover loss or damage caused by:

1. war (declared or undeclared), civil war, insurrection, rebellion or revolution;
2. nuclear action, contamination or discharge of a nuclear weapon, even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered;
3. an action by or at the direction of an **insured person** committed with the intent to cause a loss. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
  - a. such loss arose out of a pattern of criminal domestic violence; and
  - b. the perpetrator of the loss is criminally prosecuted for the act causing the loss.

If **we** pay a claim pursuant to this exception, **our** payment to the **insured person** is limited to that **insured person's** insurable interest in the property less any payments **we** first made to a mortgagee or other party with legal secured interest in the property. In no event will **we** pay more than the Limit of Liability.

4. neglect of an **insured person** to use all reasonable means to protect property at and after the time of any loss;
5. wear and tear, deterioration; inherent vice; vermin or insects.

In addition to the otherwise applicable limitations and exclusions, **we** will pay up to \$15,000 subject to a per item limit of \$5,000 for loss caused by theft, misplacing or losing.

**Deductible**

**We** will only pay that part of the loss which exceeds \$250. No other deductible applies to this coverage.

**9. Identity Theft Expense Coverage**

**We** will pay up to \$15,000 for **identity theft expenses** incurred by an **insured person** as a direct result of an act or series of acts of **identity theft** committed by a person or group of persons against an **insured person** first discovered or learned of within the policy term shown on the declaration certificate. Total payment for lost income is subject to a \$250 per day \$5,000 maximum.

**Deductible**

**We** will only pay that part of the loss that exceeds \$250. No other deductible applies to this coverage.

**Exclusions**

**We** do not cover:

- a. Loss arising out of or in connection with a **business**;
- b. **Expenses** incurred due to any fraudulent, dishonest or criminal act by an **insured person**, whether acting alone or in collusion with others.

**10. Debris Removal**

Under Additional Insurance Coverage 1. Debris Removal, the second paragraph is deleted in its entirety and replaced with the following:

If the damage to that property and the cost of debris removal is more than **our** Limit of Liability for the property, **we** will pay up to an additional 10% of that limit for debris removal.

**11. Increased Building Limits Coverage**

The Limit of Liability under Additional Insurance Coverage 11., Increased Building Limits Coverage, is increased to provide that **we** will pay up to an additional 50% of the Coverage A - Dwelling or Coverage B - Additional Structures Limit of Liability.

## 12. Coverage D - Additional Expenses

The Limit of Liability shown on the declaration certificate for Coverage D - Additional Expenses is increased to provide that **we** will pay up to 50% of the Limit of Liability shown on the declaration certificate for Coverage A - Dwelling for a period of 12 months from the date of loss.

## H-992 - ADDITIONAL INSURED PREMISES

The definition of an **insured premises** for Coverages E and F includes the additional premises described on the declaration certificate that **you** occupy as owner, renter or lessee.

## MINE SUBSIDENCE - RESIDENCE AND OTHER STRUCTURES

The **residence** is insured against direct loss caused by **mine subsidence** for an aggregate amount, in any one occurrence, of not more than the Coverage A - Dwelling Limit of Liability or \$750,000, whichever is less. If any additional structures are listed on the declaration certificate under this coverage, only the limit shown applies to that structure. That amount does not apply to the **residence**.

Regardless of any Limit of Liability in this coverage, the amount of insurance shall be limited to the amount of insurance in force at the time when the damage caused by **mine subsidence** first becomes reasonably observable.

**Mine Subsidence** means lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal mines, clay mines, limestone mines and fluorspar mines, that directly damages residences, including unscheduled other structures. **Mine subsidence** does not mean lateral or vertical ground movement caused by:

- a. earthquake, landslide, volcanic eruption; or
- b. soil conditions, soil erosion, soil freezing or thawing, improperly compacted soil, construction defects, roots of trees or shrubs; or
- c. collapse of storm or sewer drains or rapid transit tunnels.

All damage caused by a single **mine subsidence** event or several **mine subsidence** events which are continuous shall constitute one **mine subsidence** occurrence.

**Residence** means a building at the location described on the declaration certificate, used principally for residential purposes up to and including a four family dwelling, permanently affixed to realty located in Illinois, including unscheduled other structures, driveways, sidewalks, basements, footings, foundations, septic systems and underground pipes directly servicing the dwelling or building, but does not include **living units**, nor shall it include personal property (except to the extent that building additions and alterations are considered personal property), land, lawns, plants, shrubs, trees, crops and agricultural field drainage tile. **Living Unit(s)** means that physical portion designated for separate ownership or occupancy for residential purposes, of a building or group of buildings, permanently affixed to realty located in Illinois, having elements which are owned or used in common, including a condominium unit, a cooperative unit or any other similar unit.

**Loss Settlement.** The following supplements the Part I - How Losses Are Settled Condition:

**Our** Limit of Liability under this coverage in any one **mine subsidence** occurrence will not be more than the amount available in the Illinois Mine Subsidence Residential Insurance Sub-fund to reimburse **us**.

**Exclusion.** The Part I exclusion of loss caused by earth movement in this policy does not apply to **mine subsidence**.



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## GENERAL POLICY CONDITIONS APPLYING TO ALL PARTS OF THIS POLICY

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### 1. Transfer of the Policy

This policy may not be transferred without **our** written consent. If the **named insured** dies, this policy shall provide protection until the end of the policy term for:

- a. the surviving **insured persons**;
- b. the personal representative of the **named insured** while acting within that capacity; and
- c. a person having proper custody of insured property until a legal representative is appointed.

### 2. Cancellation

The **named insured** may cancel this policy by returning it to **us** or by advising **us** when at a future date the cancellation is to be effective.

**We** will keep or collect **our** pro rata share of the premium for the period that the policy has been in effect. **We** will refund to the **named insured** any pro rata excess of premium for unexpired time.

This policy may be cancelled by **us**. **We** will mail written notice of cancellation to the **named insured** at the last address known to **us**. **We** will also send notice to the agent or broker and the last known mortgagee or lienholder at the last mailing address known by **us**. Any unused premium will be returned to the **named insured** prorated for the entire time the policy was effective. The notice will include the reason or reasons for cancellation. Proof of mailing will be sufficient proof of notice. The policy term will end on the date and time stated on the notice.

- a. If **you** fail to pay any installment when due, **we** will cancel the policy. Notice will be mailed at least 10 days prior to the effective date of the cancellation.

**Conditional Reinstatement** - If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft or other remittance which is not honored for any reason, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

- b. When the policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel for any reason not prohibited by law. Notice will be mailed at least 30 days prior to the effective date of the cancellation if the reason for cancellation is other than non-payment of premium.
- c. When this policy has been in effect for 60 days or more or if it is a renewal, **we** may cancel for any of the following:
  - (1) Misrepresentation or fraud made by **you** or with **your** knowledge in obtaining the policy or in pursuing a claim under the policy;
  - (2) An act or omission by **you** which materially increases the risk originally accepted.

Notice will be mailed at least 30 days prior to the effective date of the cancellation.

Cancellation will not affect any claim that originated prior to the date of cancellation.

### 3. Nonrenewal and Policy Expiration

**Nonrenewal.** **We** may decline to renew this policy. If **we** do, **we** will mail notice of nonrenewal to the **named insured** at the address last known to **us** or **our** authorized agent at least 30 days before the end of the policy term.

All notices of nonrenewal shall include a specific explanation of the reason or reasons for the nonrenewal. Proof of mailing will be sufficient proof of notice.

After this policy has been effective for five or more years, **we** will not exercise our rights to nonrenew unless **we** shall mail to the **named insured** shown on the declaration certificate at the last mailing address known to **us**, at least 60 days before the end of the policy period, notice of intention not to renew. **We** shall specify the reason or reasons for nonrenewal.

**Policy Expiration.** If **we** offer to renew or continue this policy, and **you** or **your** representative do not accept **our** offer, this policy will automatically expire at the end of the current policy period. Failure to pay the required renewal continuation premium when due shall mean that **you** have not accepted **our** offer. Any form of premium payment that is not honored for any reason will not constitute payment, and will not continue coverage beyond any date when such coverage would otherwise terminate for lack of payment.

#### 4. Concealment or Fraud

This entire policy is void if an **insured person** has intentionally concealed or misrepresented any material fact or circumstance relating to:

- a. this insurance;
- b. the application for it.

The above shall not apply after the policy has been in effect for one year or one policy term, whichever is less.

**We** do not provide coverage for any **insured person** if an **insured person** has intentionally concealed or misrepresented any material fact or circumstance relating to a claim for which coverage is sought under this policy.

#### 5. Changes

This policy form, the declaration certificate and any endorsements include all agreements between the **named insured** and **us**. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary, **we** will make it as of the effective date of the change. Coverage for changes will not apply prior to the date and time shown on the Request For Policy Amendment form. When **we** broaden coverage during the policy term without charge, the policy will automatically provide the broadened coverage.

#### 6. Our Recovery Rights

In the event of any payment under this policy, **we** are entitled to all rights of recovery of the **insured person** against any other person or organization. Any person receiving payment under this policy shall hold in trust and/or reimburse **us** to the extent of **our** payment from the proceeds of any recovery. The **insured person** must help **us** exercise **our** rights. The **insured person** shall do nothing to prejudice **our** rights. If, prior to loss, the **named insured** has waived the right of recovery in writing, this condition will not apply under Part I. This condition does not apply under Part II to Coverage F or Additional Payments - Damage to Property of Others.

#### 7. Policy Term

This policy applies only to losses, claims, **bodily injury** or **property damage** which occur during the policy term shown on the declaration certificate.

#### 8. Effective Time

The policy term begins and ends at 12:01 a.m. Standard Time on the date on the declaration certificate at the location of the **residence premises**. A policy term specified as beginning March 1 shall first take effect February 29 if so requested in the application. Coverage shall not be provided for any loss occurring prior to the effective date and time shown on file with **us**.

#### 9. Premium

Premium amount shall be calculated on the basis of rating conditions existing at the beginning of each policy term, except as provided in General Policy Condition 5. They shall conform to rates and rules then on file with the state of Illinois.

The premium amount must properly conform to that which should have been charged. **We** and the **named insured** agree to make any necessary adjustments in the premium amount during the term.

#### 10. Premium Payment and Fees

**Your** policy is conditional based upon payment to **us**. If **your** initial premium payment is not honored by a financial institution then:

- a. it will not constitute payment; and
- b. all coverage which would otherwise be provided pursuant to the application and any action taken thereon will be considered null and void.

In addition to premium, fees may be charged on **your** policy for installment payments and for payments not honored by a financial institution. Payments made on **your** policy will be applied first to fees, then to premium due.

#### 11. Change of Address

The **named insured** shall give **us** written notice within 30 days of any change of address from that shown on the declaration certificate.

**12. Conformity with Statutes**

If the terms of the policy are in conflict with the statutes of the state in which this policy is issued, they shall be as set forth in the statutes of that state.

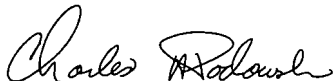
---

**SIGNATURE CLAUSE**


---

MemberSelect Insurance Company has caused its President and Secretary to sign this policy at Dearborn, Michigan as of the effective date of this policy.

MEMBERSELECT INSURANCE COMPANY  
(A Capital Stock Company)



Charles H. Podowski  
President and Chief Executive Officer



Richard T. White  
Secretary



The Auto Club Group  
Claim Department  
PO Box 8001  
Royal Oak, MI 48068-9826

Cordell Anderson  
The Auto Club Group  
Claim Department  
PO Box 8001  
Royal Oak, MI 48068-9826

5/13/2022

DONALD L MILLER & AMY MILLER  
30W684 BRADFORD PKWY  
WAYNE, IL 60184

**CLAIM NUMBER:** 401531800  
**DATE OF LOSS:** 6/19/2021  
**POLICY NUMBER:** HOM079308513  
**LOSS LOCATION:** 30W684 BRADFORD PKWY, WAYNE, IL 60184

Dear DONALD L MILLER & AMY MILLER:

After careful review, we must deny your claim for the following reasons:

Damages to the shakes are due to wear & tear and deterioration. Damages found to the valley metals, downspouts, turtle vents and skylights are due to deterioration and rust, mechanically caused and/or pre-existing hail not associated with the filed loss date. For any losses caused by hail, the loss must be reported to us within 12 months of the loss.

Unfortunately, losses of this nature are excluded from coverage under the **DUTIES** and **EXCLUSIONS** section of your Homeowners policy:

**DUTIES UNDER PART I AND PART III**

In the event of property loss, **you** must:

1. give **us** immediate notice. In case of theft, also notify the police. In case of credit card, electronic fund transfer card or access device or check forgery loss, also notify the bank or the issuer of the card or device. If loss is caused by or results from the peril of hail, loss must be reported to **us** within 12 months of the loss;

**EXCLUSIONS**

- B. **We** do not insure for any loss to the property described under Coverages A and B which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, manmade or other forces, or arises as a result of any combination of these:
  4. any of the following:
    - a. wear and tear, marring or scratching, deterioration;
    - b. mechanical breakdown; latent defect; inherent vice or any quality in the property that causes it to damage or destroy itself;
- C. Under Part I - Property Insurance Coverages and Additional Insurance Coverages **we** do not insure for any loss resulting directly or indirectly from:

**EXHIBIT 2**



The Auto Club Group  
Claim Department  
PO Box 8001  
Royal Oak, MI 48068-9826

- 
1. any event or occurrence listed below, whether or not any other cause or event contributes concurrently or in any sequence to the loss:
    - a. an act or decision of any person, group, organization or governmental body, or their failure to act or decide;
    - b. faulty, inadequate or defective:
      - (1) materials used in construction, reconstruction, repair, remodeling or renovation;
      - (2) design, workmanship, specifications, repair, construction, reconstruction, remodeling, renovation, grading, compaction;
      - (3) siting, surveying, zoning, planning, development, grading or compaction; or
      - (4) maintenance of a part or all of the **residence premises** or any other property;
  2. weather conditions, if combined with a cause of loss otherwise excluded, to produce the loss.

Even though we had to deny this specific claim, we value our business partnership and want to continue servicing you in the future.

By stating the above policy provisions, we do not intend to waive any other defense we may have under the policy.

Should you have any questions or require further assistance, please feel free to contact me. Thank you for choosing AAA.

Sincerely,

*Cordell Anderson*

Cordell Anderson  
Catastrophe Claims Rep  
P: (773) 570-6613  
F: (888) 321-4622  
E: [cranderson@acg.aaa.com](mailto:cranderson@acg.aaa.com)



The Auto Club Group  
Claim Department  
PO Box 8001  
Royal Oak, MI 48068-9826

**For Illinois Residents:**

Part 919 of the Rules and Regulations of the Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, Consumer Division 122 S. Michigan Ave, 19<sup>th</sup> Floor, Chicago, Illinois 60603 or in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Internet - <http://insurance.illinois.gov/>. Telephone 312-814-2420 or 217-782-4515. In compliance with rule 919.80(8)C I am advising you that during the analysis of this claim (0) days were tolled and you have until (6/19/2022) to file suit.

**For Minnesota Residents:**

If the denied claim is a fire claim, you have the right to file a complaint regarding the denial with the Department of Commerce – at Minnesota Department of Commerce, 85 Seventh Place East, Ste 280, St Paul, MN 55101. Their phone number is 651-539-1600.

**For Nebraska Residents:**

If you wish to have this matter reviewed by the Nebraska Department of Insurance, you may contact the Consumer Affairs Division at 941 O Street, Suite 220, Lincoln, NE 68508. The Division's phone number is 402-471-2201, toll free hotline is 877-564-7323, TDD number is 800-833-7352, and their fax number is 402-471-4610.

**For West Virginia Residents:**

You have the option of contacting the Insurance Commissioner. The Insurance Commissioner's mailing address, telephone number and website address is as follows:

Consumer Service Division WV Offices of the Insurance Commissioner  
Post Office Box 50540  
Charleston, WV 25305-0540  
Phone: (304) 558-3386  
Toll-free in WV 1-888-TRY-WVIC  
Fax: (304) 558-4965 Internet: [www.wvinsurance.gov](http://www.wvinsurance.gov)

**MEMBERSELECT INSURANCE COMPANY**  
1 AUTO CLUB DRIVE  
DEARBORN, MI 48126



**NOTICE OF INSPECTION**

**DATE OF MAILING:** June 23, 2022

**NAMED INSURED:**  
DONALD MILLER AND AMY MILLER  
30W684 BRADFORD PKWY  
WAYNE, IL 60184

**AGENT:**  
CAROLYN KASPER  
(847) 931-6815

**RE: POLICY NUMBER:** HOM079308513  
**EFFECTIVE DATE:** September 21, 2022

---

Dear Policyholder:

As part of our commitment to our policyholders we frequently request home inspections. The purpose of the inspection is to ensure homes are adequately insured and to identify conditions which present a clear risk of significant loss.

The result of this inspection indicated:

The condition of the roof on the dwelling presents an increased exposure to weather-related losses. The roof must be replaced.

We ask that you give this matter your immediate attention and address these concerns. Unfortunately, if this situation is not addressed by September 21, 2022 further action to include policy termination may result. Upon completion, please forward proof (photograph or receipts) to your AAA Agent so that we may review your account and confirm your continued eligibility.

Please contact your agent with any questions you may have about this matter.

Underwriting Operations  
MemberSelect Insurance Company

**EXHIBIT 3**





July 11, 2022

**TO: Donald Miller / AAA Insurance - The Auto Club Group**

**Claim No: 401531800**

**RE: Roof Evaluation Report  
30W684 Bradford Parkway, Wayne, IL 60184**

Per your request, we are responding to the AAA Insurance letter that you received in regard to no storm damages found to your roof. Specifically stating "damages found to the valley metals, downspouts, turtle vents and skylights are due to deterioration and rust, mechanically caused and/or pre-existing hail not associated with the filed loss date". We are unclear as to how AAA Insurance came to this conclusion.

Based on our recent inspections of your roof, we noted hail and or wind damages to some of the components of your roofing system and some exterior items of your home. We noted wind damage which appears to be clearly evident by the missing cedar shakes throughout your roof, specifically on the front facing roof slopes. This specific damage wasn't noted in your denial letter from AAA insurance dated 5/13/2022.

After reviewing your letter, AAA Insurance has a date of loss of 6/19/2021. Based on our research, they may have entered the wrong date of loss, which could have some factor for not noting any storm damage to your roof. They stated in their letter, damages may be "pre-existing hail not associated with the filed loss date". Please see the attached report from Interactive Hail Maps, Report #: 41475-4616723. Based on this storm report, a storm was document in your area on 6/20/2021, Again, AAA Insurance noted a date of loss of 6/19/21, we believe they may have the incorrect date of loss. The attached storm report from Interactive Hail Maps identifies storms passing through your area with numerous observed severe thunderstorms and issued thunderstorm and tornado warnings. This storm report identifies wind gusts in your area of up to 60 mph and hail size up to 0.75", the evening of June 20, 2021. The report notes on-the ground damaging wind observations reported near the property located at 30W684 Bradford Parkway, Wayne, IL 60184, and this property was under multiple sever weather warnings issued by the National Weather Service on June 20, 2021.

It appears AAA Insurance inspected your roof and did not identify storm damage; however, based on our inspection, you have numerous missing cedar shakes on your roof that appear to be wind damage that would align with the June 20, 2021, storm date. When cedar shakes are new, they are orange in color, this is the natural color of this species of wood. It can take approximately 12 to 16 months for cedar to weather out to its aged color, a light gray, which will darken over time to a darker gray as the roof ages. Based on our recent inspection and the inspection that was performed by our associate Connor Lovas, we documented missing wind damaged shakes that show the topside of the existing shake to be a light orange color. Please review our attached photos identifying the

A circular stamp with the text "EXHIBIT 4" in the center. The stamp is partially overlapping the text of the letter and the background image of a cedar shake.

**EXHIBIT 4**



missing cedar shakes on your roof. As you can see by these photos, the topside of these existing cedar shakes have started to weather out, however they still have an orange hue where there are missing cedar shakes. Due to this light orange hue color still existing on your cedar roof, the wind damaged cedar shakes appear to align with the storm event that occurred on the June 20, 2021.

During our inspection, we also noted hail dents to several metal components, such as your skylight flashings, downspouts, front bay copper roof dormer and possibly storm damage to your windows screens. Please see our attached photos that show the hail damage that was noted to your property. We use chalk to highlight the low points of the metal, which will help show any type of hail or mechanical damage that may have occurred to these metal surfaces. As you can see in the photos, numerous hail dents are noted throughout the metal, very similar in size and shapes. The dents in the copper bay window and skylight flashings are very similar and consistent, which would indicate hail damage instead of mechanical damage. Mechanical damage is usually an isolated or very few isolated dents throughout the metal that could have occurred during the installation of the roof. The damage that we are noting resembles hail damage, not mechanical damage. This damage does not appear to be incidental dents, these are consistent in size, shape, and pattern of the dents that occur when hail damages a metal component.

Due to the large variance noted in our report compared to the denial letter you received from AAA Insurance regarding their inspection, we would recommend you request a reinspection of your roof/property. We can then have the opportunity to meet with a representative of your insurance company to go over the items that we noted in this report and how these damaged items may align with the storms that occurred on June 20, 2021.

Please find attached several photos showing hail damaged metal roofing components as well as several close up and overview photos of missing wind damaged cedar shakes. We made notes on several photos to help identify the photo and the type of damage that we observed.

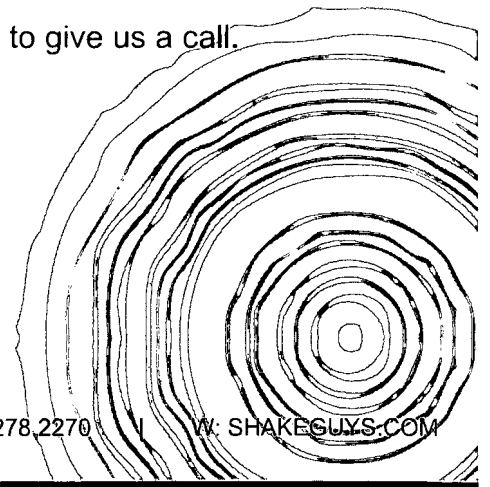
The conclusions cited in this report is intended for Mr. Donald Miller. We are not responsible for the use of the report by any parties other than Donald Miller, including but not limited to any conclusions, opinions or recommendations made by others based on this report. Should any information become available in the future, we reserve the right to amend our opinions upon review of that information.

If you have any questions about this inspection report, please feel free to give us a call.

Sincerely,

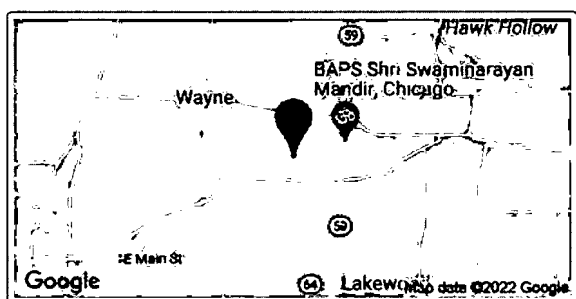
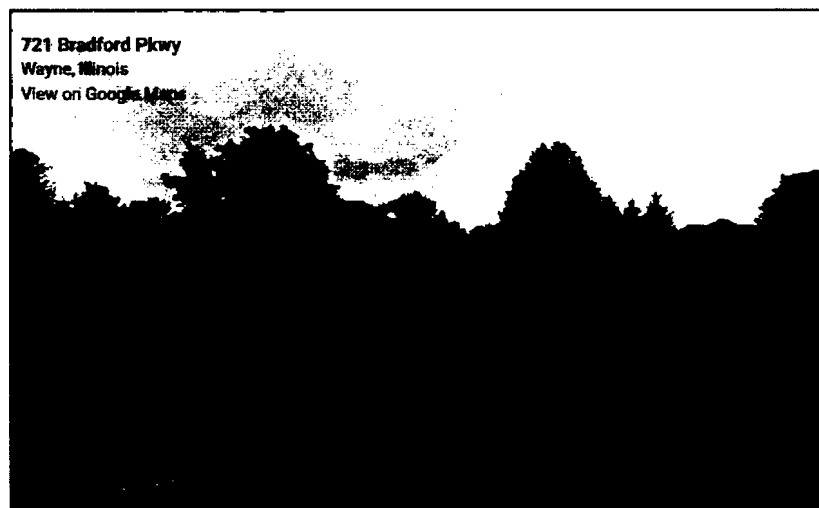
*Chad Janisch*

Chad Janisch - Cedar Roofing Specialist  
Shake Guys, Mobile 847.975.6302



**Hail Impact Report #: 41475-4616723****The Shake Guys**520 E. Illinois Route 22  
Long Grove, IL 60047**Hail Impact Report**Report #: 41475-4616723  
Date: 4/20/2022 4:20 PM CST  
Interactive Hail Maps, LLC  
Boerne, TX • (512) 994-2550  
www.interactivehailmaps.com

You can verify the authenticity of this report at [ihmverify.com](http://ihmverify.com) using report number **41475-4616723** and the following Verification Code: **61c6489a**

**Property Information****Property Address:**30W684 Bradford Parkway  
Wayne, IL 60184**Customer Info:**

Google



Map data ©2022 Report a map error

Google

© 2022 Google Report a problem

The images above will currently not appear in this report. Position the Street View as desired, and select the button below to save the street view position, and include these images in the report.

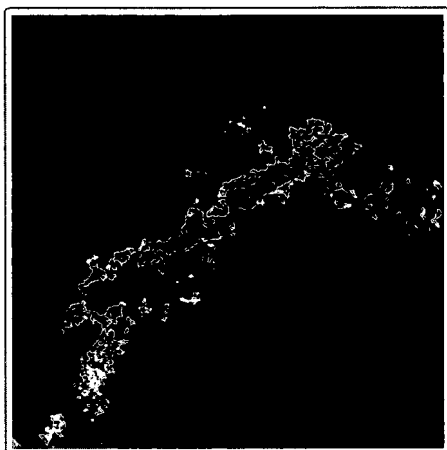
**Hail Impact Details****Ground Observations - Wind**

On-the-ground damaging wind observations reported near the property located at 30W684 Bradford Parkway, Wayne, IL 60184 (Property)

Date / Time	Source	Wind Speed	Distance from Property	Comments
6/20/2021 10:51 PM CDT	NOAA	60 mph	8.3 miles ENE	relayed via spotternetwork. (lot)

### Severe Weather Warnings

The property located at 30W684 Bradford Parkway, Wayne, IL 60184 was under multiple severe weather warnings issued by the National Weather Service, as follows:

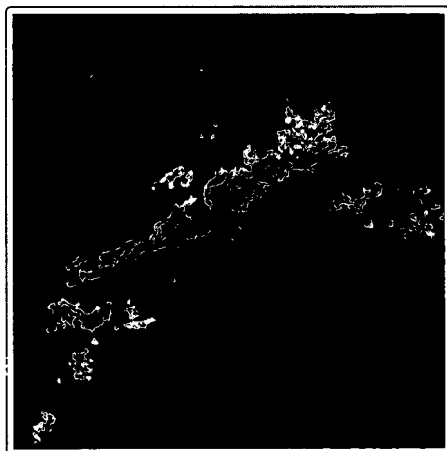


NEXRAD Radar Image from 6/20/2021 11:09 PM CDT

#### Tornado Warning issued June 20 at 11:09PM CDT until June 20 at 11:15PM CDT by NWS

Effective:	<b>11:09 PM CDT</b>	Expires:	<b>11:15 PM CDT</b>
Urgency:	<b>Immediate</b>	Certainty:	<b>Observed</b>

The tornado warning for southern kane and northwestern dupage counties will expire at 1115 pm cdt, the storm which prompted the warning has moved out of the area. therefore, the warning will be allowed to expire. however, gusty winds greater than 40 mph are still expected at times through 1130 pm. a severe thunderstorm watch remains in effect until 200 am cdt for northeastern illinois.

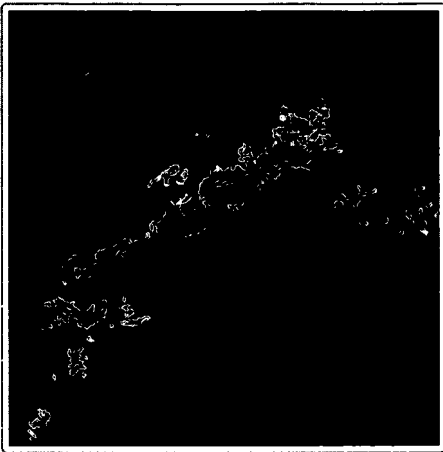


NEXRAD Radar Image from 6/20/2021 10:53 PM CDT

#### Severe Thunderstorm Warning issued June 20 at 10:53PM CDT until June 20 at 11:30PM CDT by NWS

Effective:	<b>10:53 PM CDT</b>	Expires:	<b>11:30 PM CDT</b>
Hail Size:	<b>0.75"</b>	Wind Speed:	<b>60 mph</b>
Urgency:	<b>Immediate</b>	Certainty:	<b>Observed</b>

At 1053 pm cdt, a severe thunderstorm was located over bensenville, or over ohare airport, moving east at 25 mph (trained weather spotters. at 10:51 pm cdt, a 60 mph wind gust was measured near roselle). Hazards include 60 mph wind gusts. Expect damage to roofs, siding, and trees. Locations impacted include, chicago, elgin, cicero, arlington heights, evanston, schauburg, palatine, skokie, des plaines, berwyn, mount prospect, wheaton, hoffman estates, oak park, glenview, elmhurst, lombard, buffalo grove, bartlett and ohare airport.

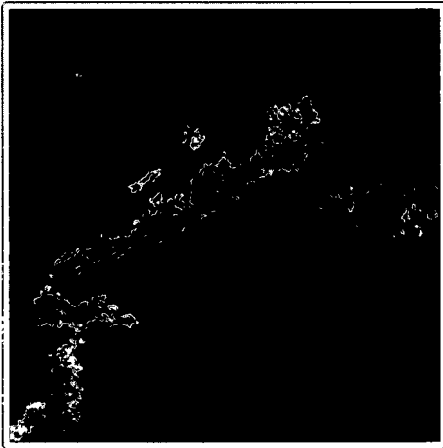


NEXRAD Radar Image from 6/20/2021 10:53 PM CDT

**Tornado Warning issued June 20 at 10:53PM CDT until June 20 at 11:15PM CDT by NWS**

Effective:	<b>10:53 PM CDT</b>	Expires:	<b>11:15 PM CDT</b>
Hail Size:	<b>0.75"</b>	Wind	<b>not specified</b>
Urgency:	<b>Immediate</b>	Certainty:	<b>Observed</b>

At 1052 pm cdt, a severe thunderstorm capable of producing a tornado was located near north aurora, or near batavia, moving east at 30 mph. aurora airport in sugar grove gusted to 60 mph near this area (radar indicated rotation). Hazards include tornado. Flying debris will be dangerous to those caught without shelter. mobile homes will be damaged or destroyed. damage to roofs, windows, and vehicles will occur. tree damage is likely. this dangerous storm will be near, aurora around 1055 pm cdt. north aurora around 1100 pm cdt. other locations in the path of this tornadic thunderstorm include st. Charles, batavia, geneva, valley view, bartlett, west chicago, warrenville, wayne, dupage airport, carol stream, winfield and wheaton.

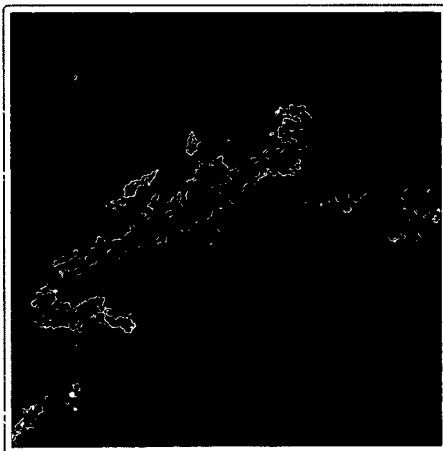


NEXRAD Radar Image from 6/20/2021 10:43 PM CDT

**Tornado Warning issued June 20 at 10:43PM CDT until June 20 at 11:15PM CDT by NWS**

Effective:	<b>10:43 PM CDT</b>	Expires:	<b>11:15 PM CDT</b>
Hail Size:	<b>0.75"</b>	Wind	<b>not specified</b>
Urgency:	<b>Immediate</b>	Certainty:	<b>Observed</b>

At 1042 pm cdt, a severe thunderstorm capable of producing a tornado was located near north aurora, or near batavia, moving east at 40 mph. there's also developing rotation southeast of maple park (radar indicated rotation). Hazards include tornado. Flying debris will be dangerous to those caught without shelter. mobile homes will be damaged or destroyed. damage to roofs, windows, and vehicles will occur. tree damage is likely. this dangerous storm will be near, northern aurora around 1045 pm cdt. geneva and north aurora around 1050 pm cdt. st. charles, batavia, wayne and dupage airport around 1055 pm cdt. west chicago and warrenville around 1100 pm cdt. other locations in the path of this tornadic thunderstorm include carol stream, winfield and wheaton. this includes, fermilab, il math and science academy, kane county cougars ballpark, and waubensee community college. Including the following interstate, i-88 between mile markers 103 and 126.



NEXRAD Radar Image from 6/20/2021 10:40 PM CDT

**Severe Thunderstorm Warning issued June 20 at 10:40PM CDT until June 20 at 11:30PM CDT by NWS**

Effective:	<b>10:40 PM CDT</b>	Expires:	<b>11:30 PM CDT</b>
Hail Size:	<b>0.75"</b>	Wind	<b>60 mph</b>
Urgency:	<b>Immediate</b>	Certainty:	<b>Observed</b>

At 1040 pm cdt, a severe thunderstorm was located over roselle, or near hanover park, moving east at 35 mph (radar indicated). Hazards include 60 mph wind gusts. expect damage to roofs, siding, and trees

**Historical Storm Activity**

Map Date*	Impact Time	Direction	Speed	Duration	At Location	Within 1mi	Within 3mi	Within 10mi
6/20/2021	---	N	---	---	---	---	0.50"	0.50"

\* Map dates begin at 6:00 a.m. CST on the indicated day and end at 6:00 a.m. CST the following day.

**Wind Observations**

**51** mph gusts observed at approximately 11:00 PM CDT

Station  
#42453

kilnorth11

11.7 mi. SW of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report

☐ Use for Wind Impact  
Narrative

**42** mph gusts observed at approximately 11:00 PM CDT

Station  
#37251

kilschau19

8.7 mi. ENE of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report

☐ Use for Wind Impact  
Narrative

**34** mph gusts observed at approximately 11:00 PM CDT

Station  
#20148

kilwoodd4

12.7 mi. ENE of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report

☐ Use for Wind Impact  
Narrative

**32** mph gusts observed at approximately 11:00 PM CDT

Station  
#60231

kilstcha14

4.5 mi. W of the property located at 30W684 Bradford Parkway, Wayne, IL 60184

☐ Include in Report

☐ Use for Wind Impact  
Narrative

**32** mph gusts observed at approximately 7:00 AM CDT

Station  
#91832

kilstcha31

5.6 mi. WSW of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report☐ Use for Wind Impact  
Narrative**32** mph gusts observed at approximately 11:00 PM CDT

Station  
#108655

kilschau32

7.8 mi. NE of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report☐ Use for Wind Impact  
Narrative**32** mph gusts observed at approximately 7:00 AM CDT

Station  
#67875

kilauro58

8.8 mi. SSW of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report☐ Use for Wind Impact  
Narrative**30** mph gusts observed at approximately 11:00 PM CDT

Station  
#55937

kilbatav12

5.8 mi. S of the property located at 30W684 Bradford Parkway, Wayne, IL 60184

☐ Include in Report☐ Use for Wind Impact  
Narrative**29** mph gusts observed at approximately 11:00 PM CDT

Station  
#103670

kilrosel16

7.7 mi. ENE of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report☐ Use for Wind Impact  
Narrative**28** mph gusts observed at approximately 11:00 PM CDT

Station  
#98484

kilsouth18



6.0 mi. NW of the property located at 30W684 Bradford Parkway, Wayne, IL  
60184

☐ Include in Report☐ Use for Wind Impact  
Narrative

---

### ***Disclaimer***

Interactive Hail Maps (IHM) uses NEXRAD weather radar data and proprietary hail detection algorithms to generate the "Hail Impact" and "Historical Storm Activity" information included in this report. And while IHM attempts to be as accurate as possible, IHM makes no representations or warranties of any kind, including express or implied warranties, that the information on this report is accurate, complete, and / or free from defects. IHM is not responsible for any use of this report or decisions based on the information contained in this report. Use of this report is further limited by and subject to the Terms of Use at [interactivehailmaps.com](https://interactivehailmaps.com).

***Copyright © 2022 by Interactive Hail Maps***



**30W684 Bradford Parkway, Wayne IL, 60184**

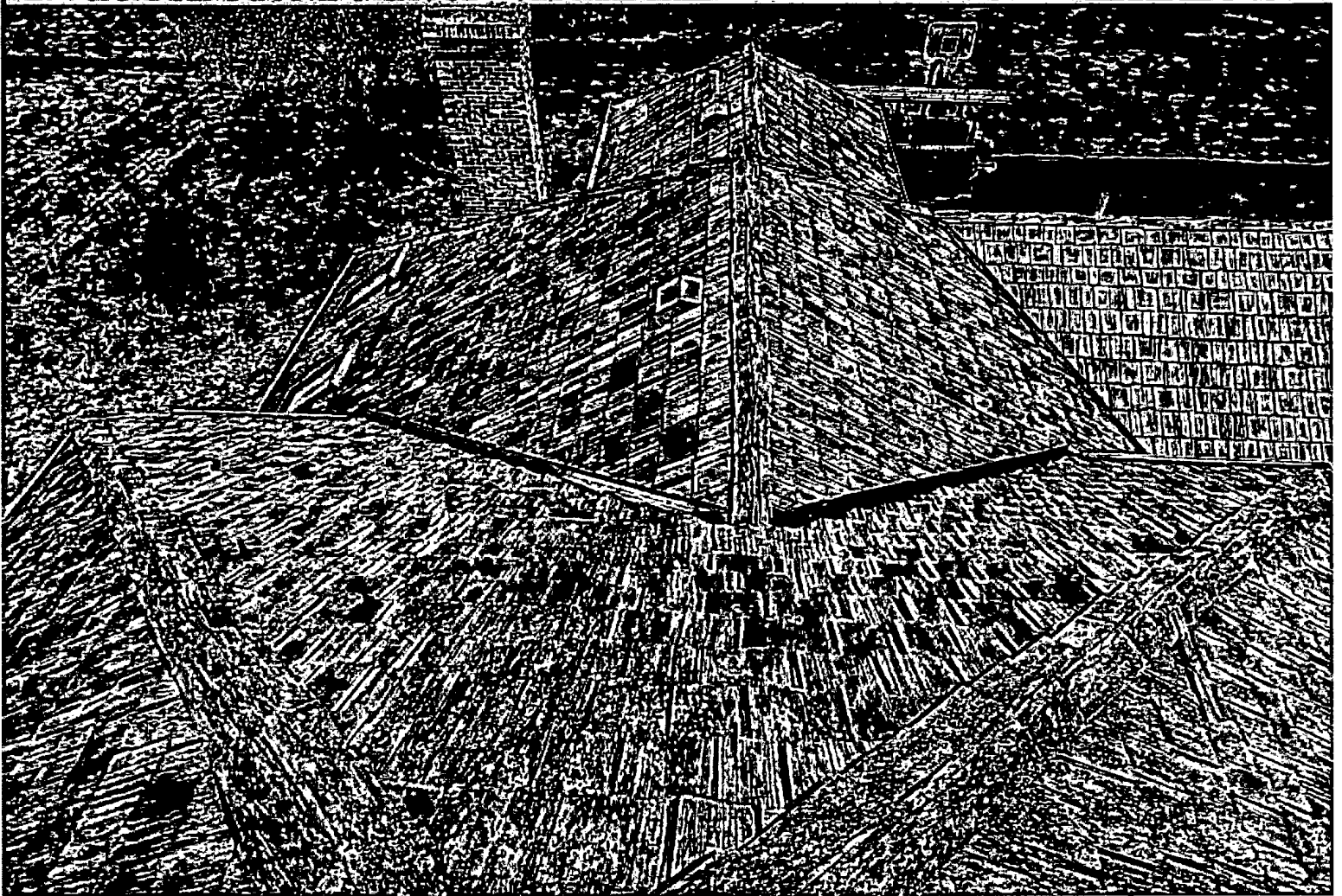
img\_9146.jpg

## Roof Overview Photo



img\_9200.jpg

# Roof Overview Photo



img\_9266.jpg

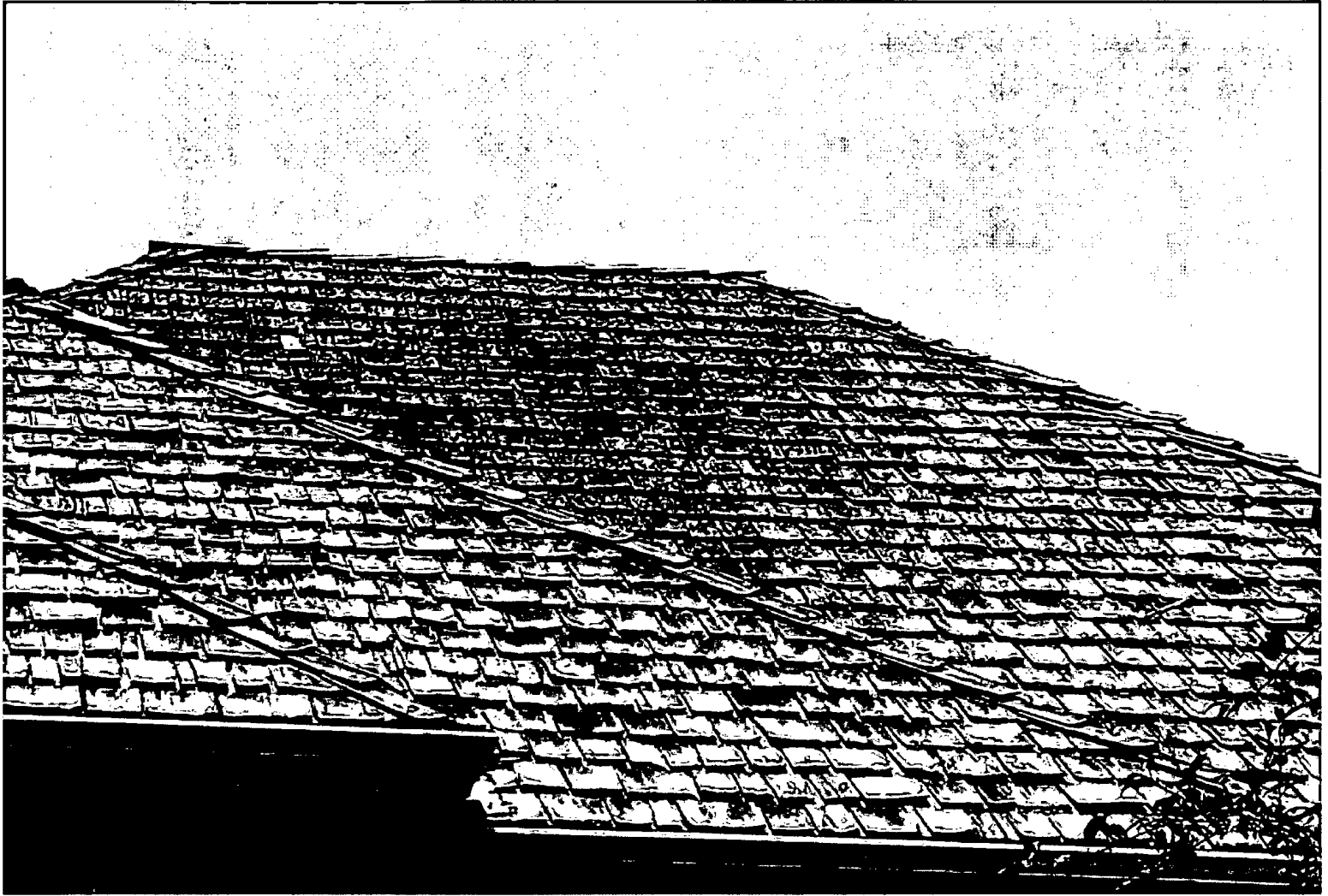
## Roof Overview Photo



img\_9199.jpg



# Roof Overview Photo



img\_9154.jpg



## Roof Overview Photos Showing Missing Wind Damaged Cedar Shakes - April 2022

img\_7267.jpg

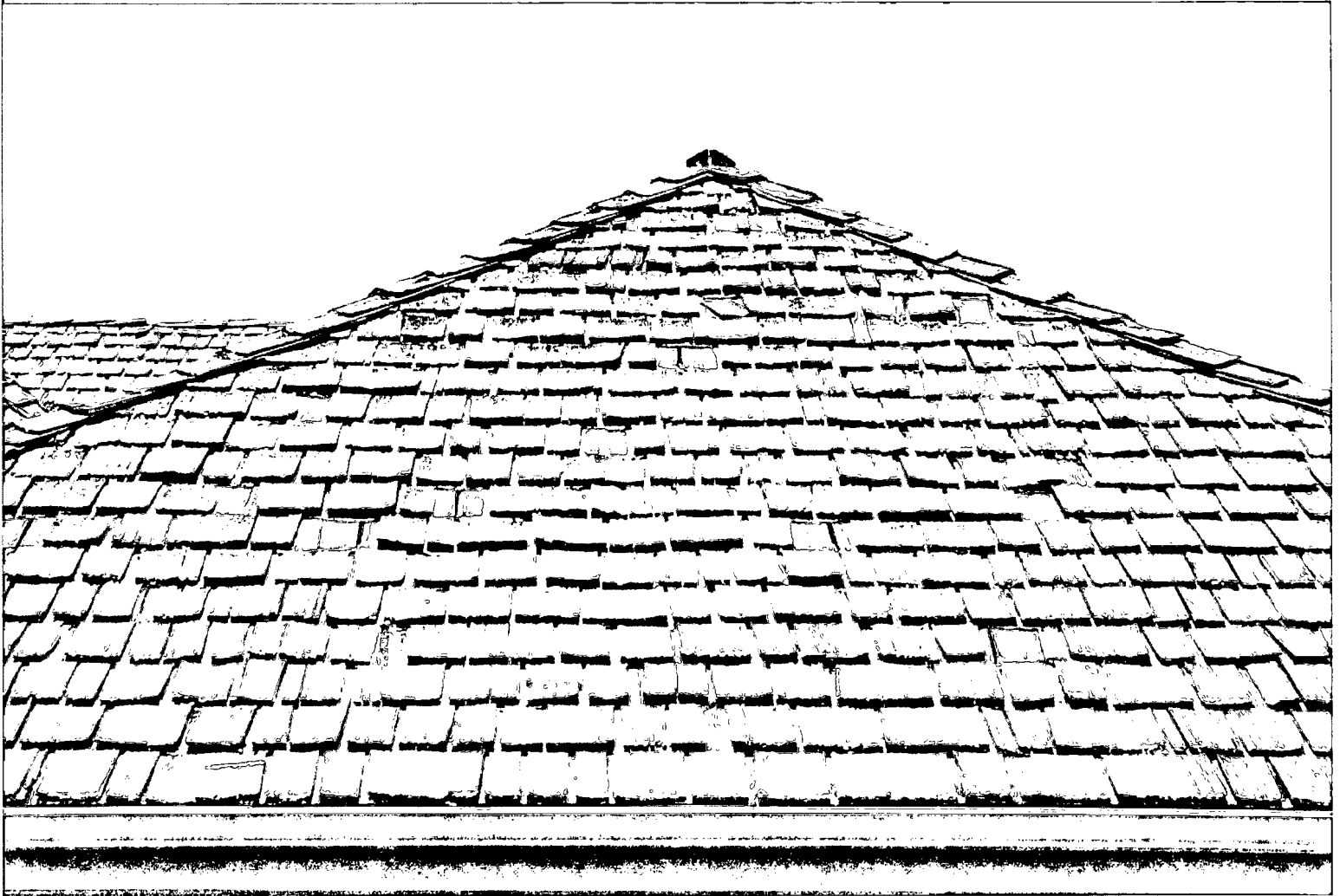




**Wind Damaged Cedar Shakes, Missing Cedar Shakes are Showing and Orange Color, they have not Weathered Out - April 2022**

img\_7262.jpg

## Missing Cedar Shakes Due to Wind



img\_9148.jpg

This photo and the photos on the following Pages are from our July 5, 2022 roof inspection



**Missing Shake Due to Wind**



img\_9189.jpg

# Missing Cedar Shake & Ridge Caps Due to Wind

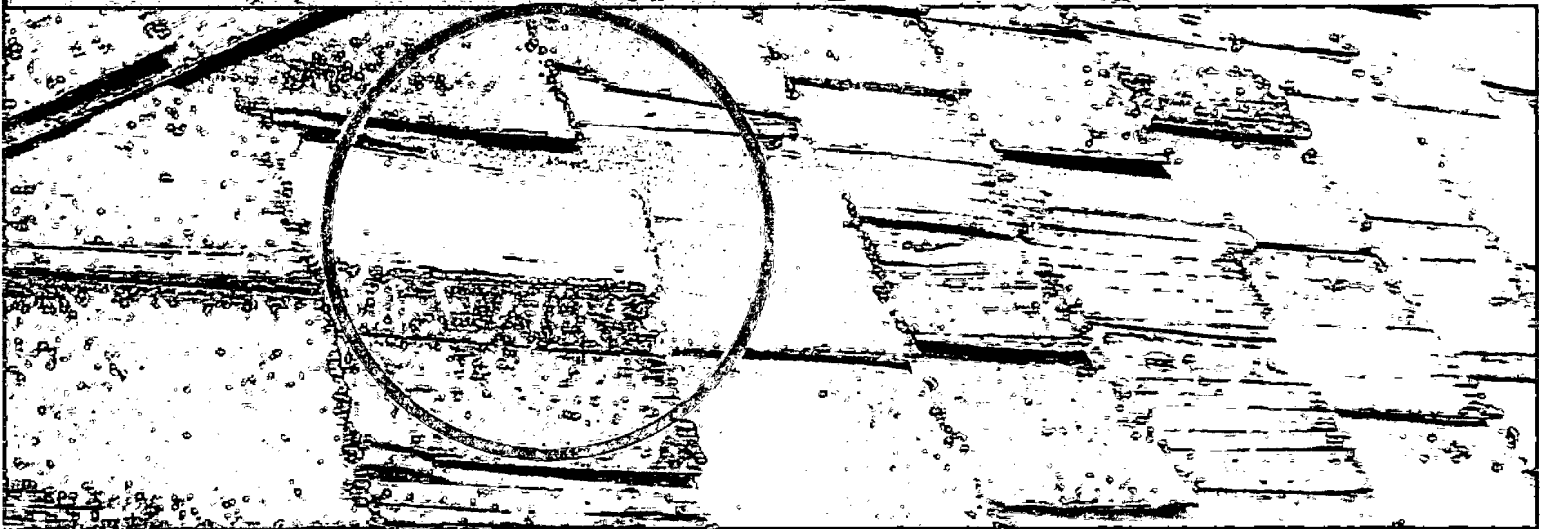


img\_9277.jpg





## Missing Cedar Shake & Displaced Ridge Caps Due to Wind



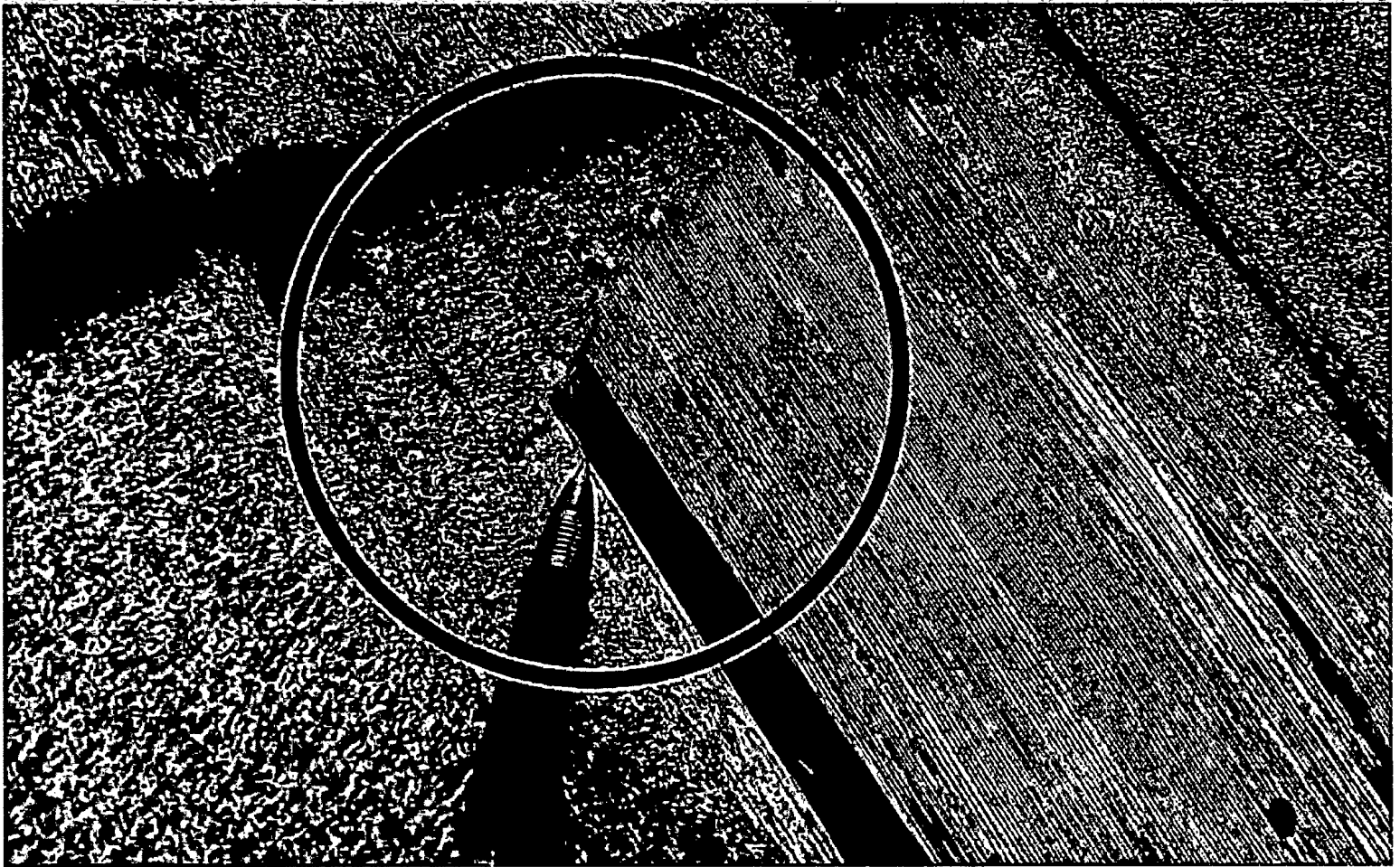
img\_9190.jpg

# Wind Damaged Cedar Shake



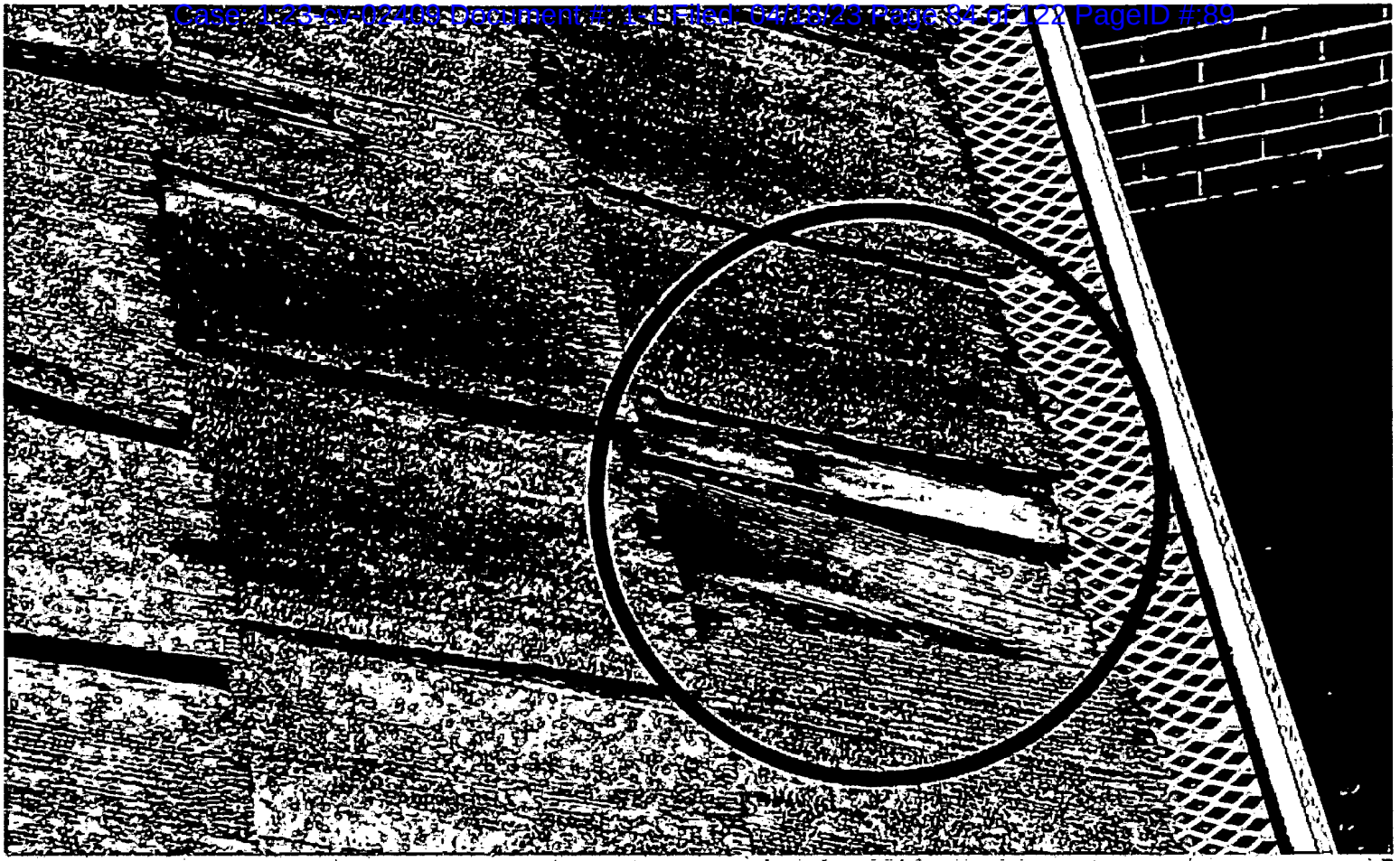
img\_9219.jpg

# Wind Damaged Shake, Somewhat Recent Break in the Cedar

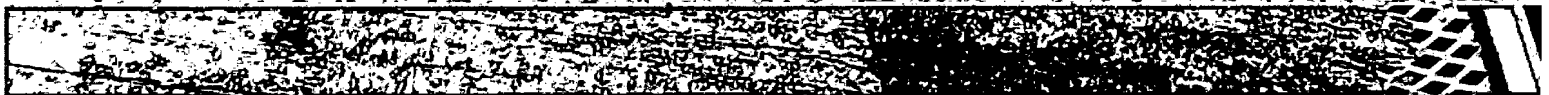


img\_9214.jpg





## **Wind Damaged Cedar Shake**



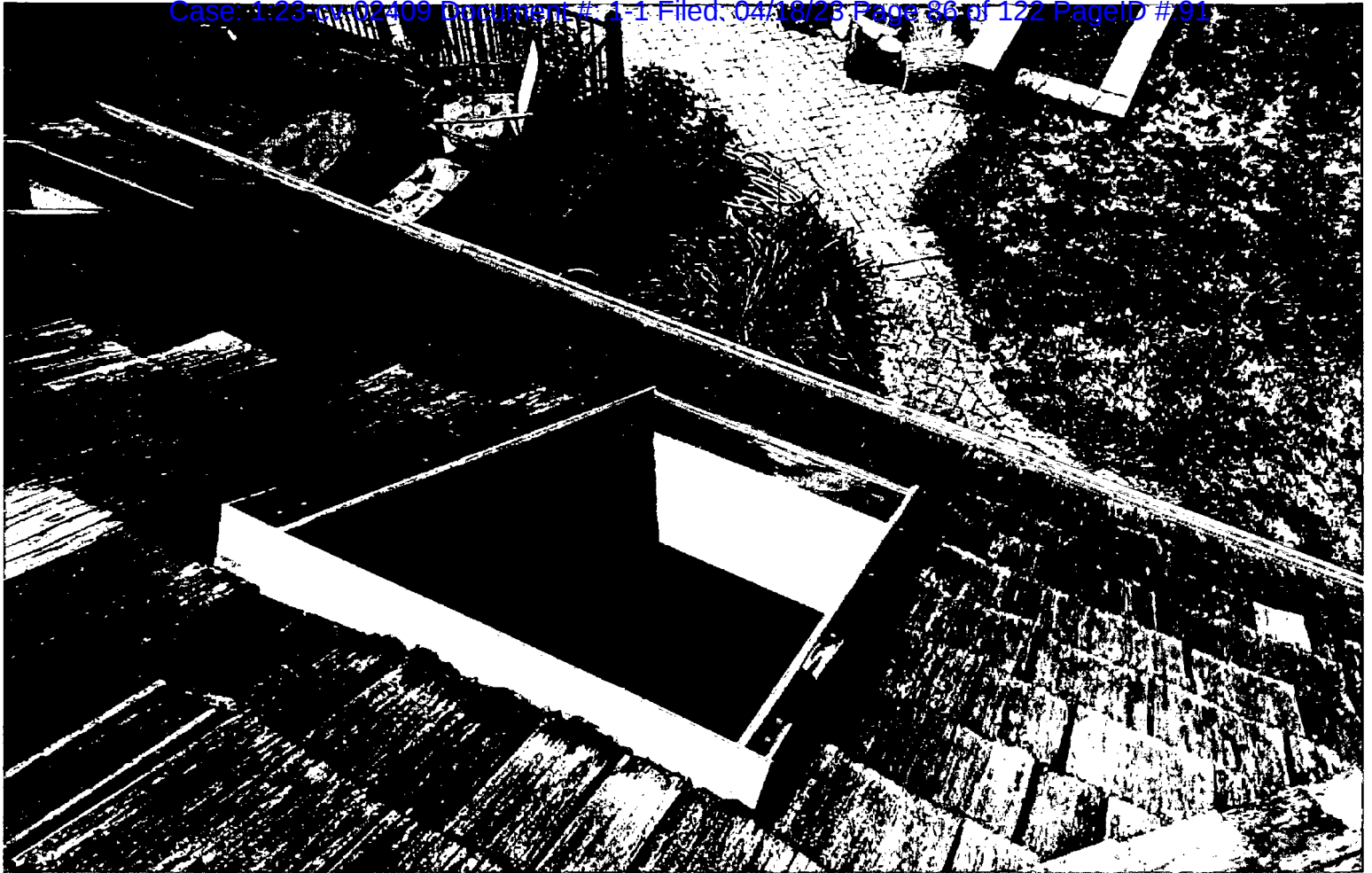
img\_9326.jpg

**Cedar Has an Orange Color, Cedar  
has Not Weathered, Somewhat  
Recent Damage**



**Missing Shake Due to Wind**

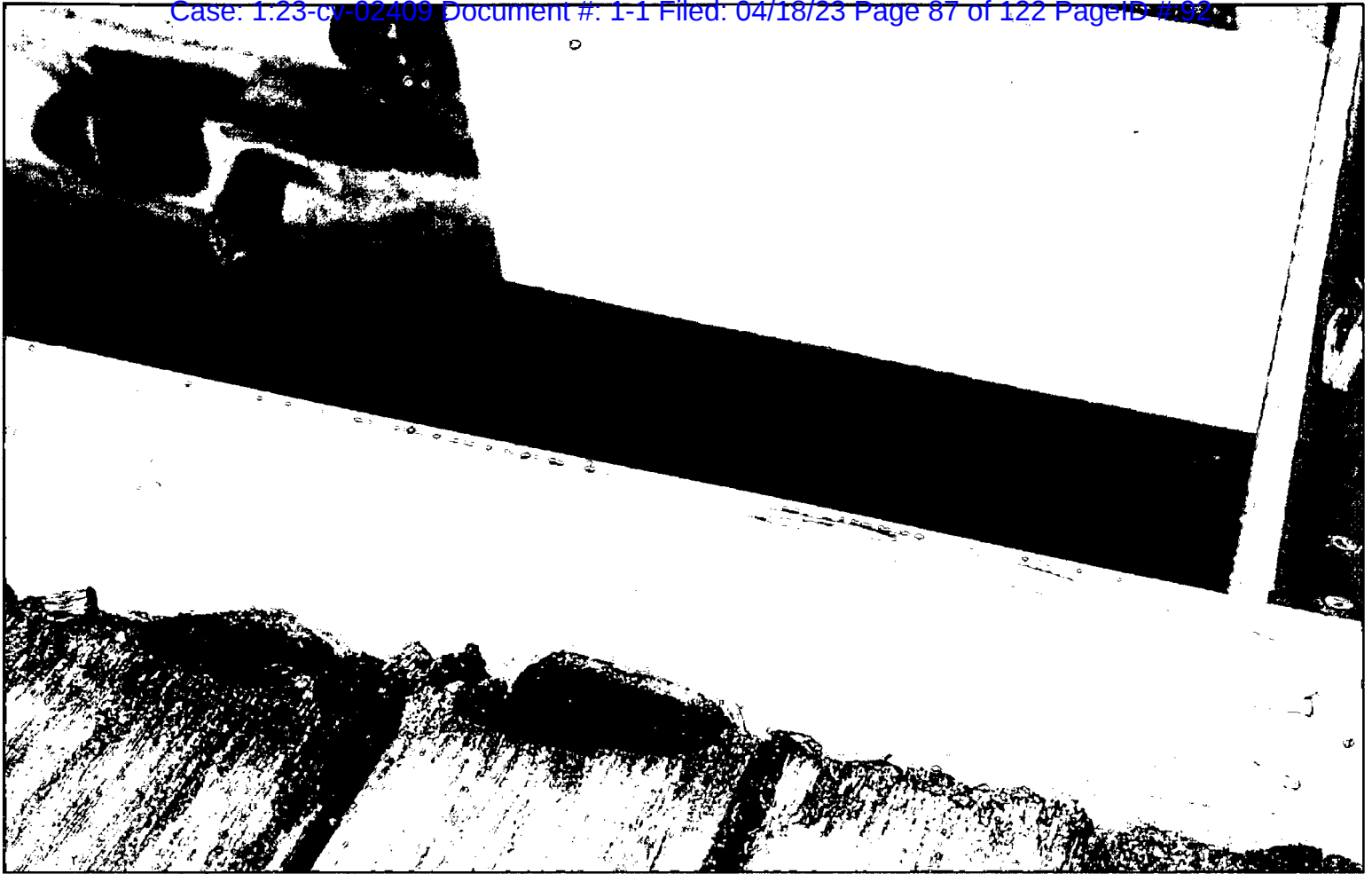
img\_9189.jpg



## Hail Impacts to Skylight Flashing



img\_9254.jpg

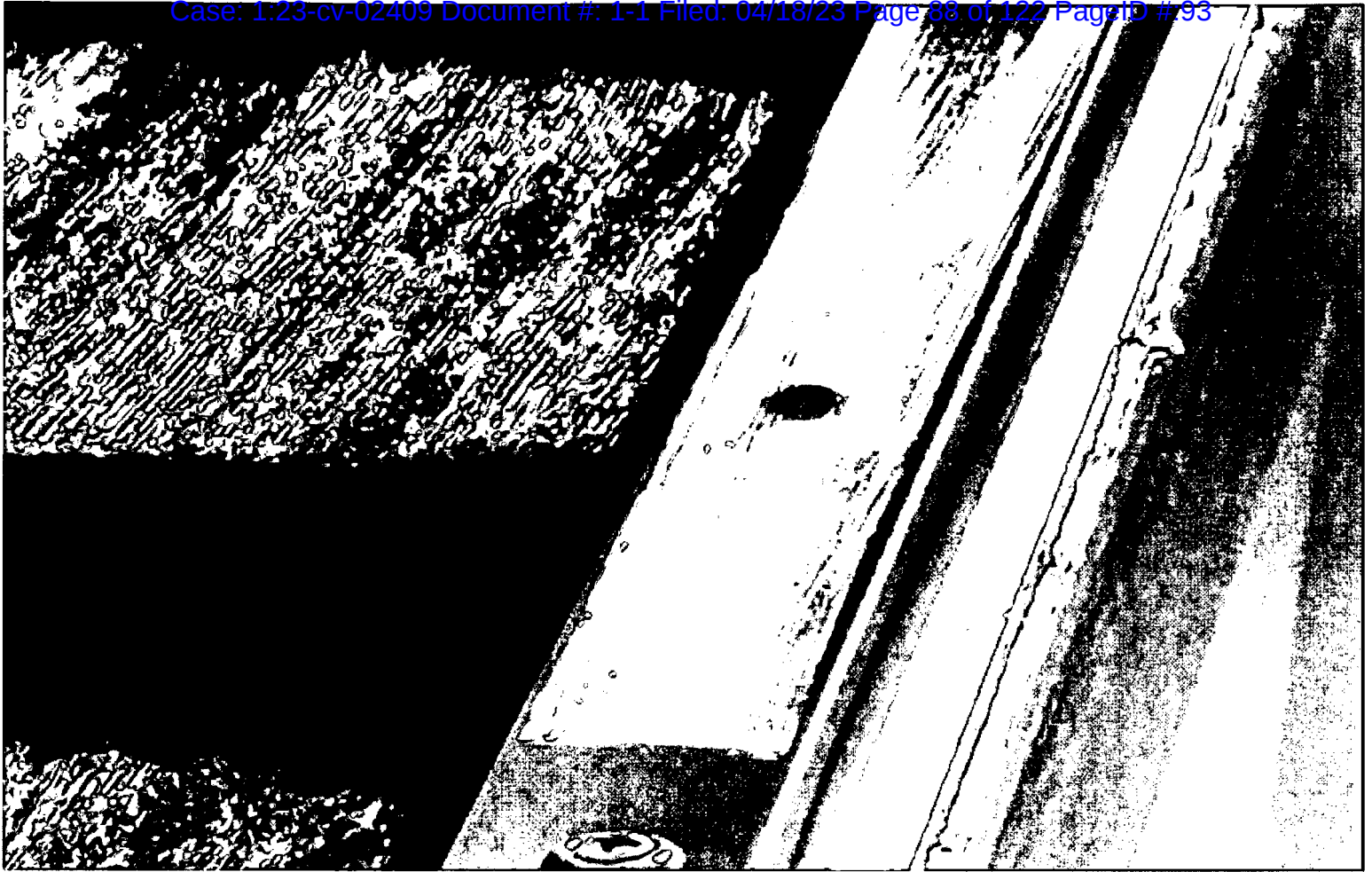


## Hail Impacts to Skylight Flashing



img\_9257.jpg

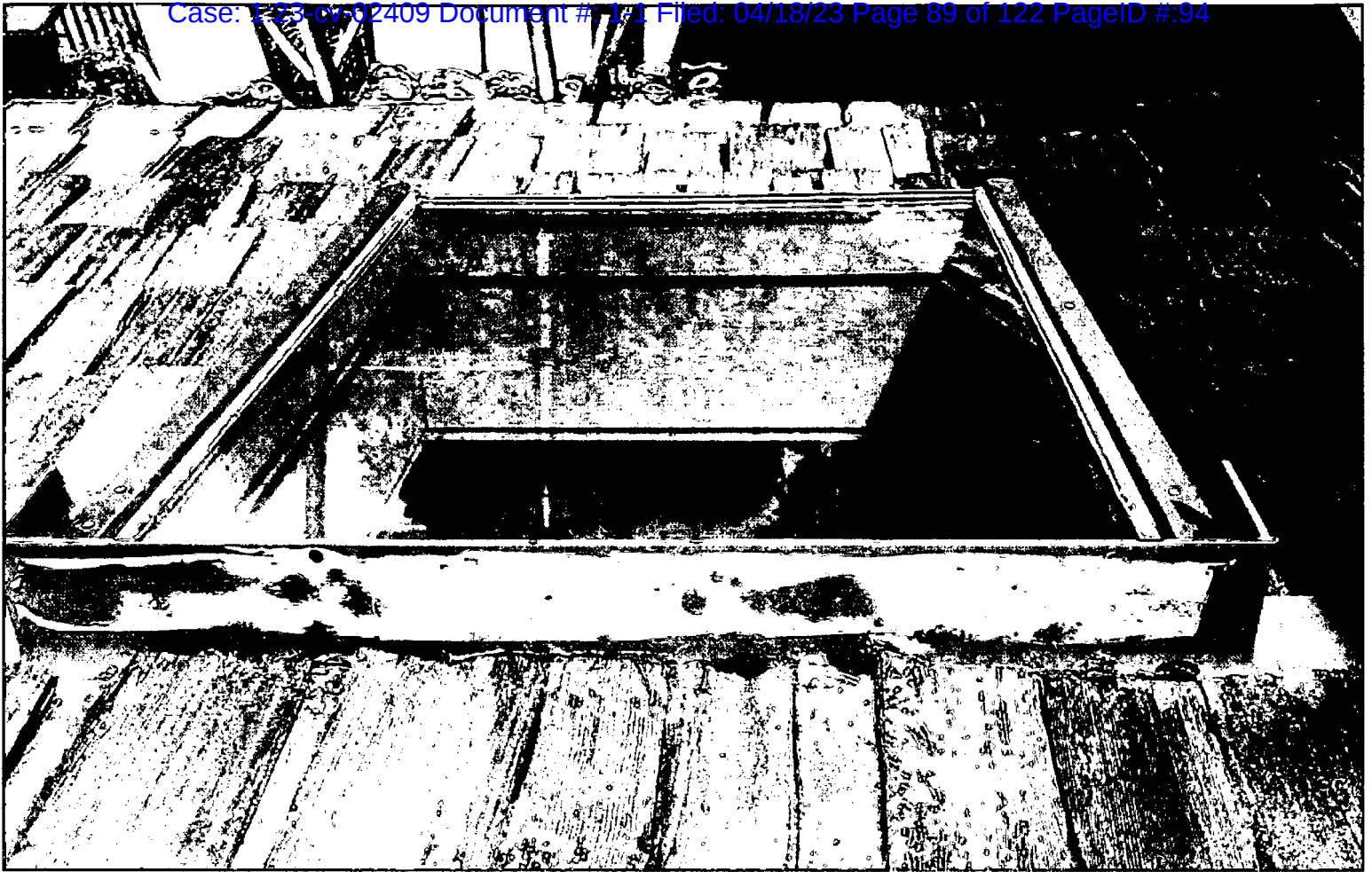




## Hail Impact to Skylight Flashing



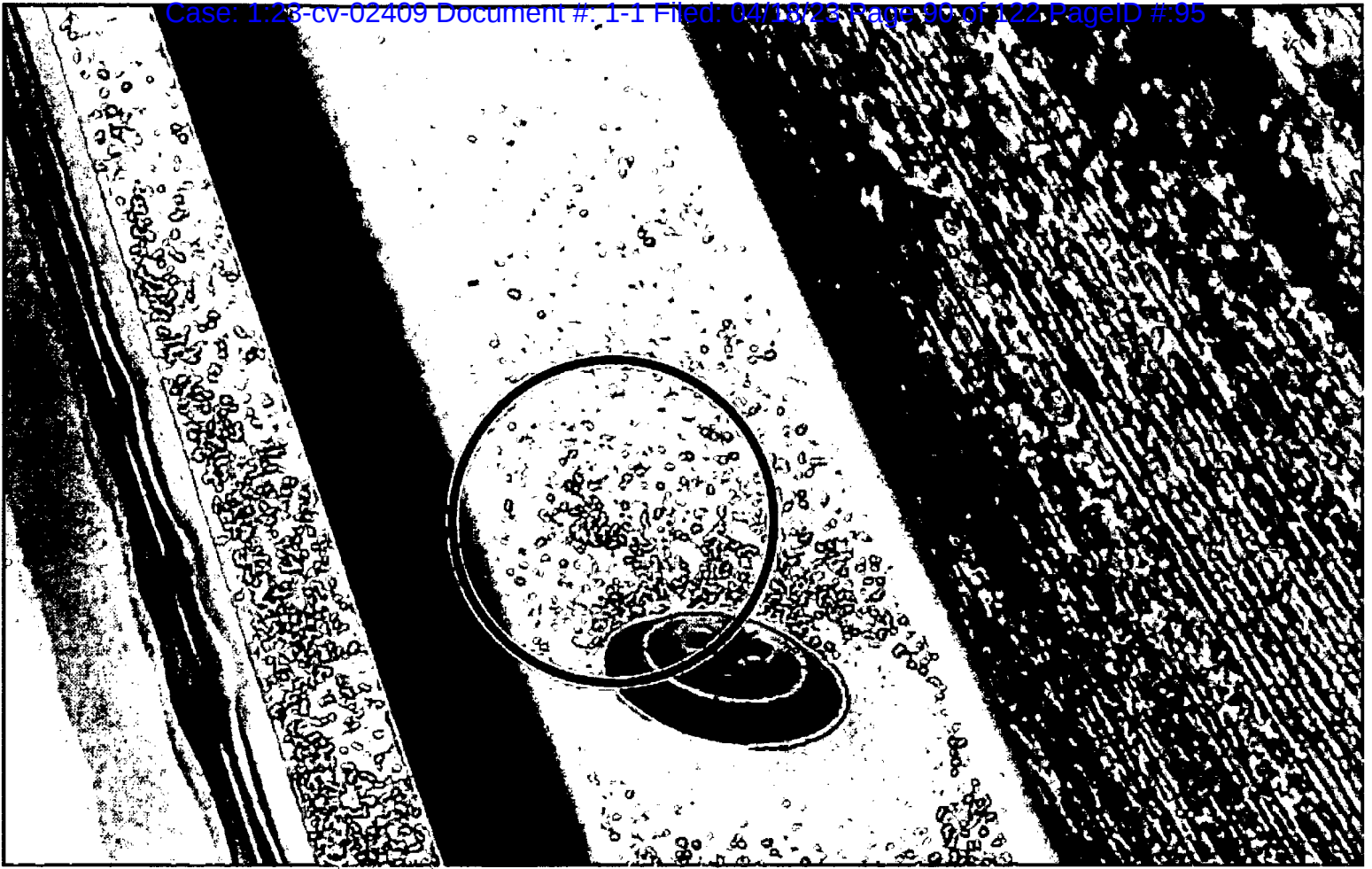
img\_9336.jpg



## Hail Impacts to Skylight Flashings



img\_9331.jpg

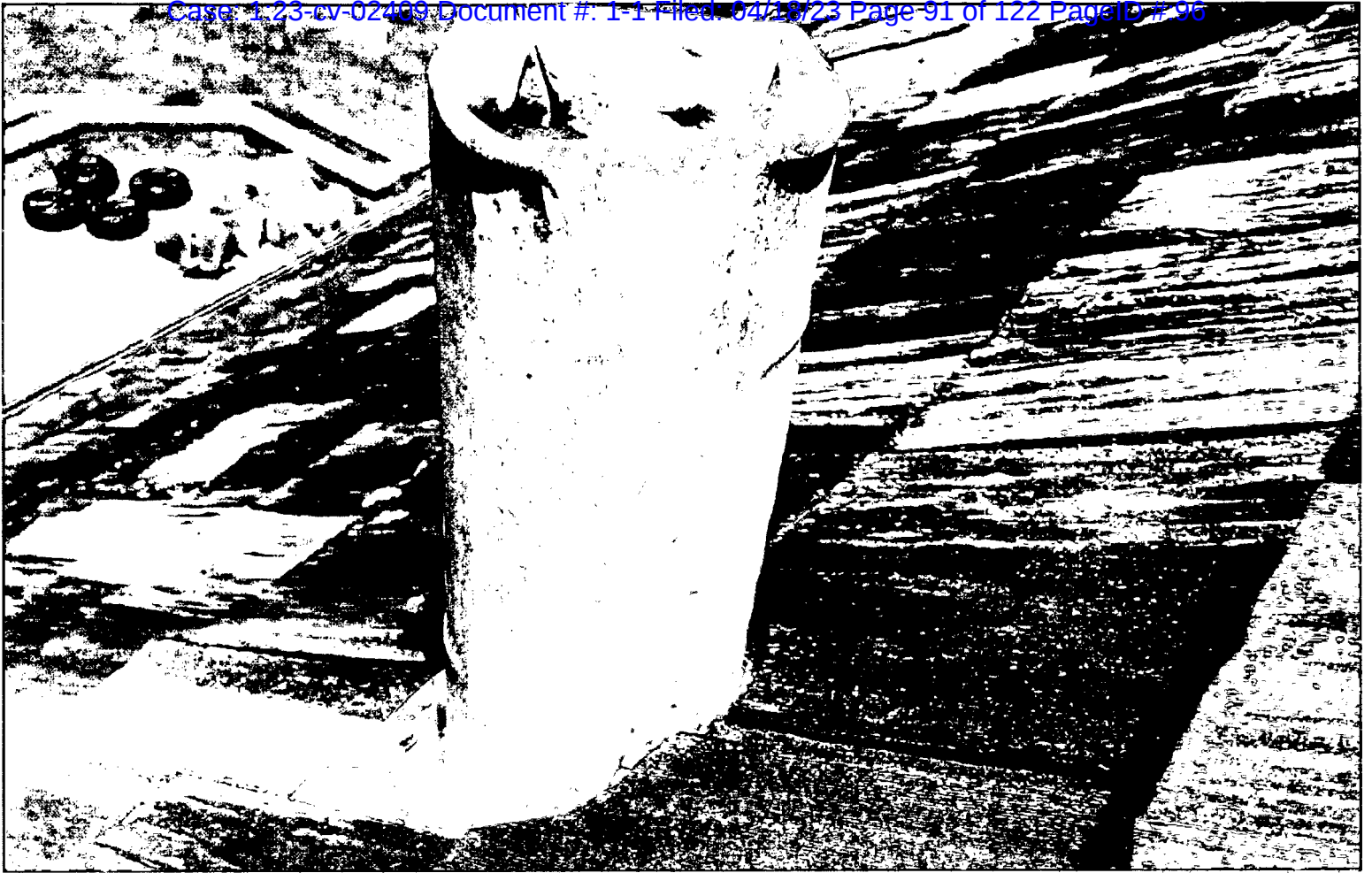


## Hail Impact to Skylight Flashing



img\_9335.jpg

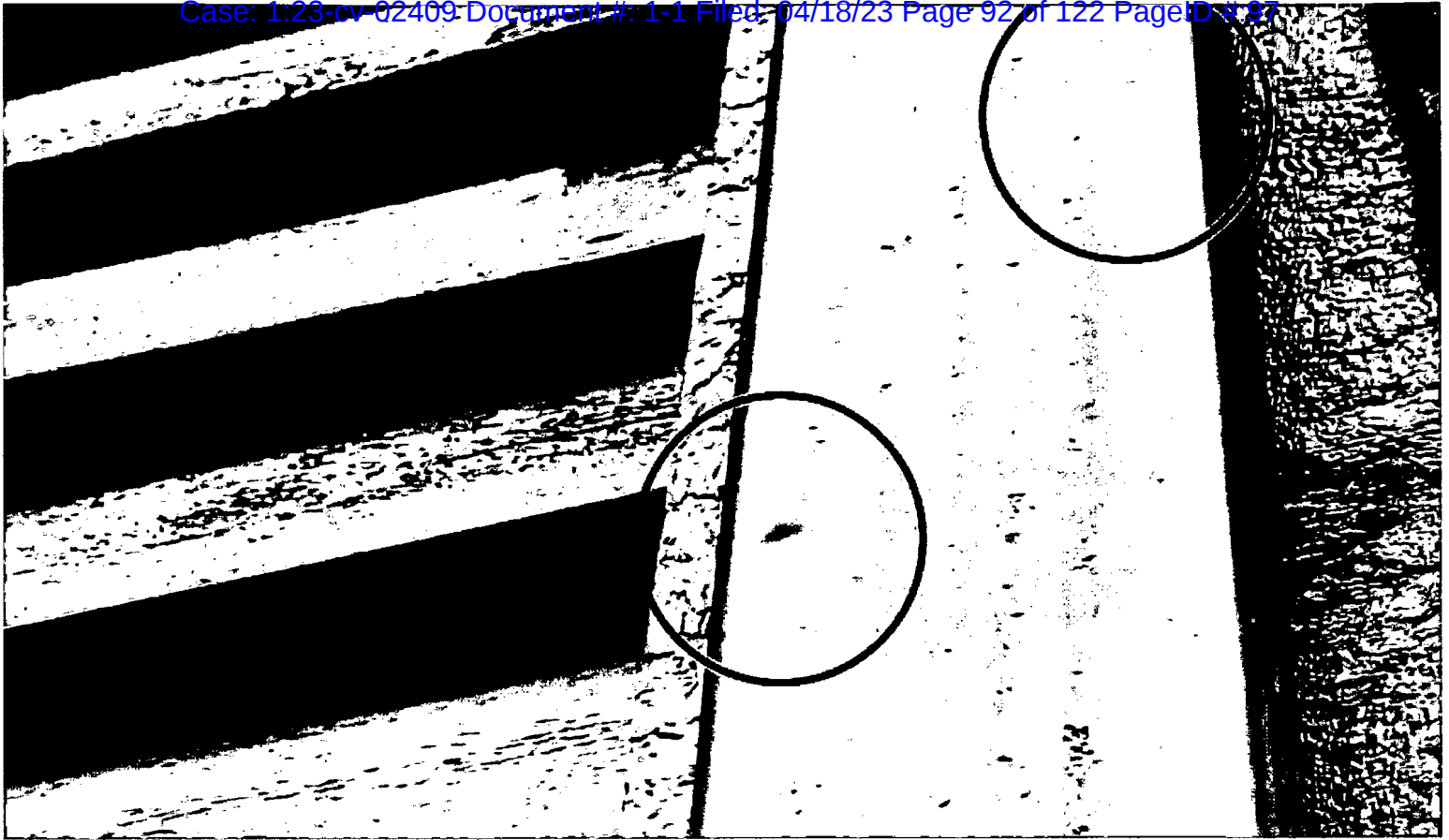




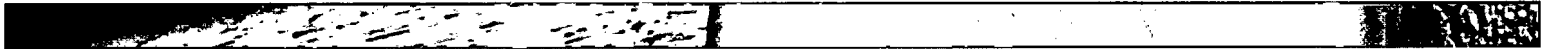
## Hail Impacts to Plumbing Lead Boot



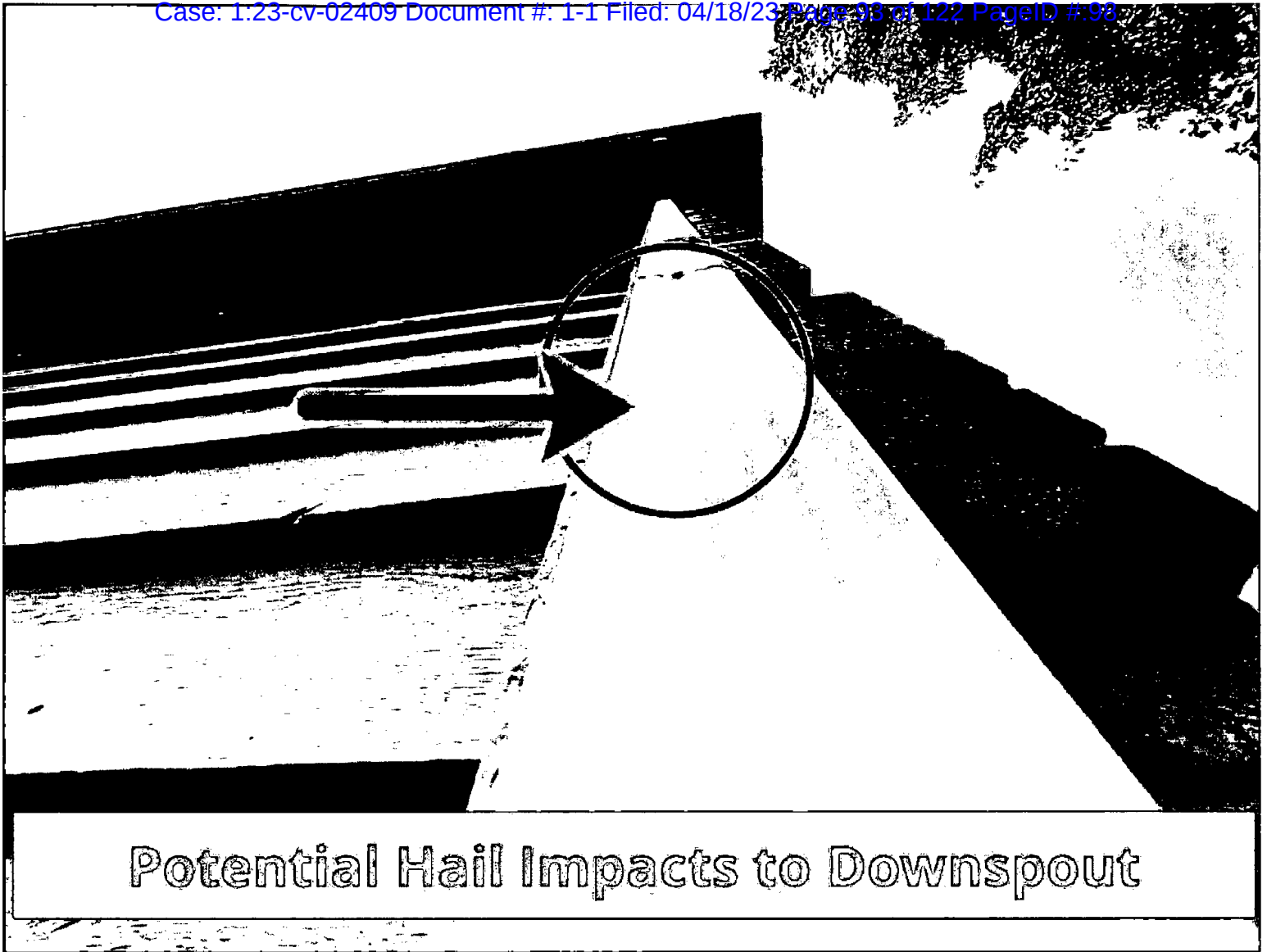
img\_9307.jpg



## **Possible Hail Impacts from Hail or Flying Debris**



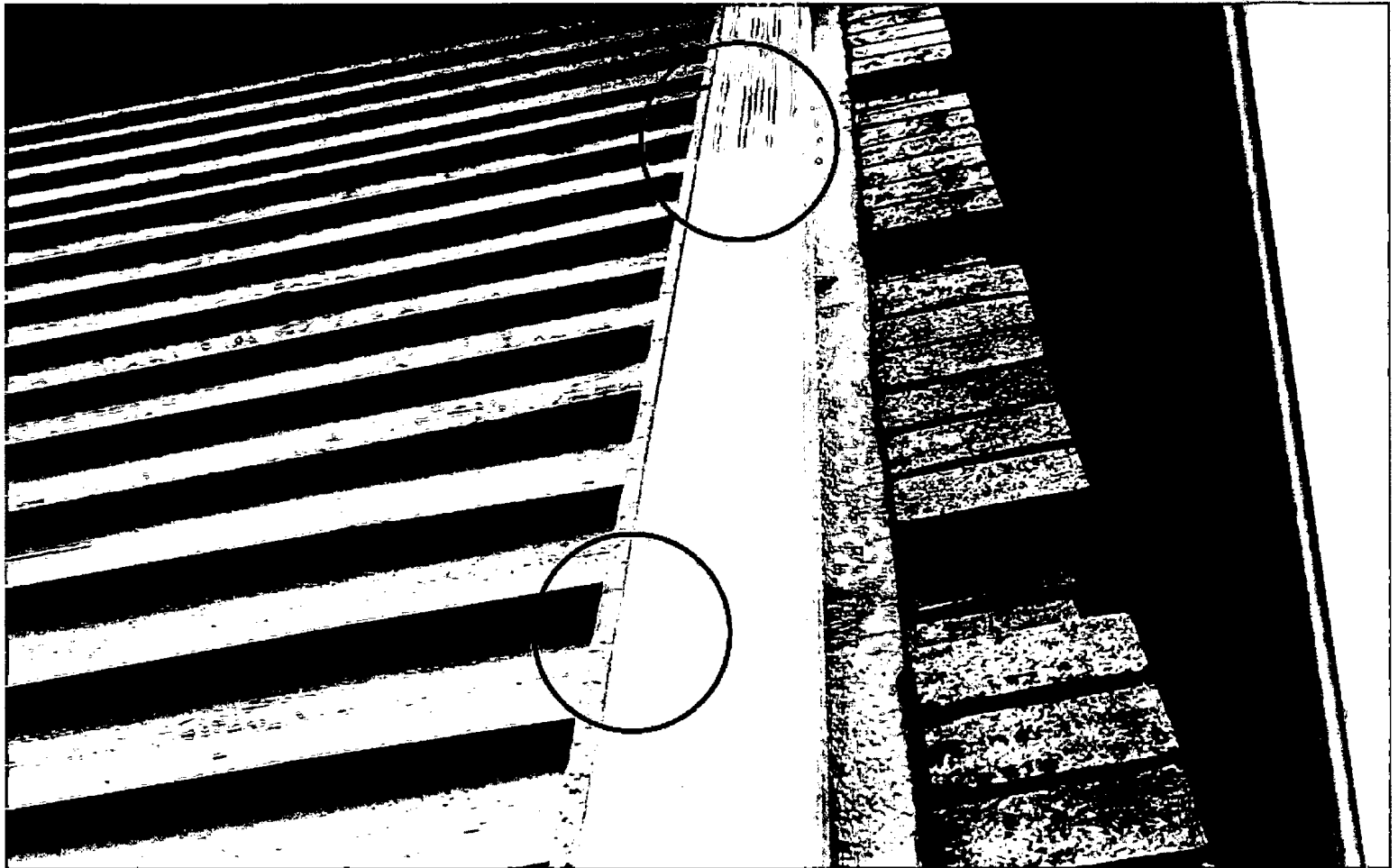
img\_9348.jpg



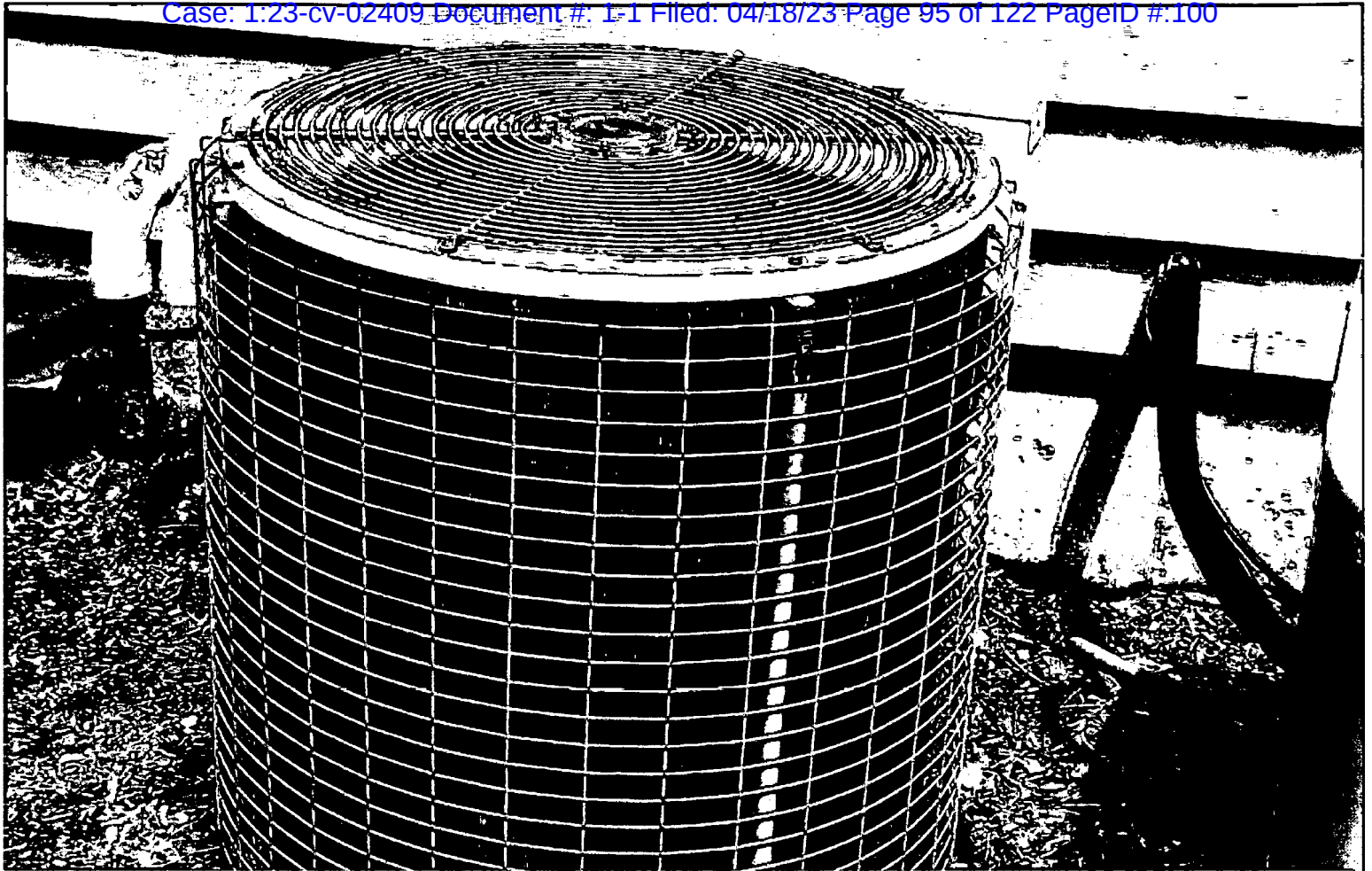
## Potential Hail Impacts to Downspout

img\_9353.jpg

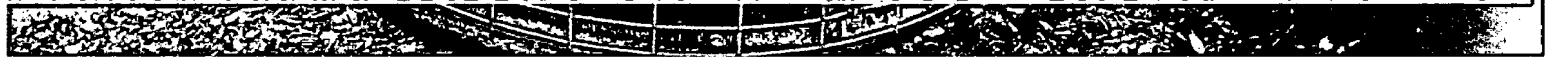
# Possible Impacts to Downspout from Hail & Flying Debris



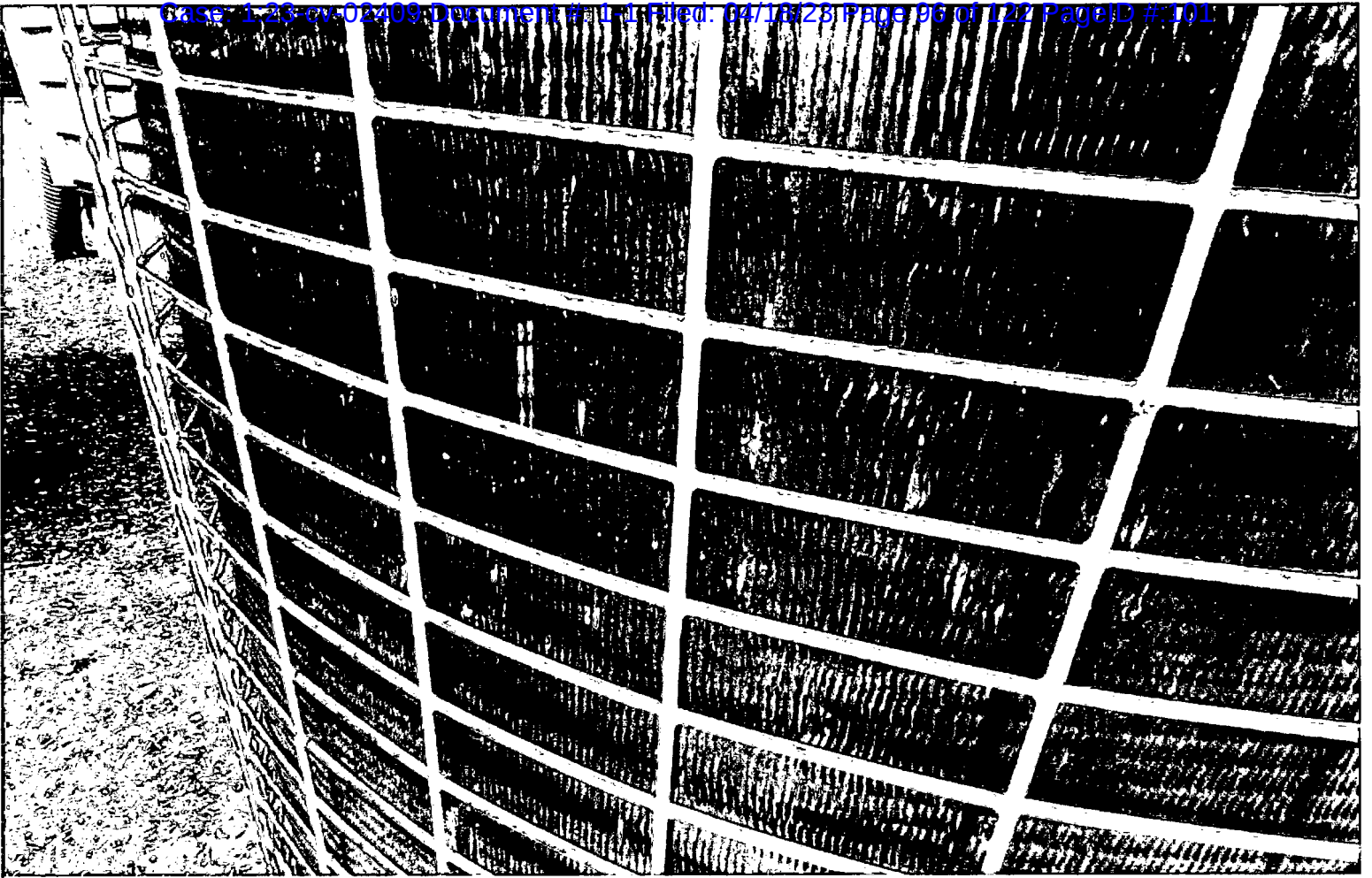
img\_9347.jpg



Overview of A/C Unit



img\_9365.jpg



## Potential Hail Impacts to A/C Fins



img\_9341.jpg



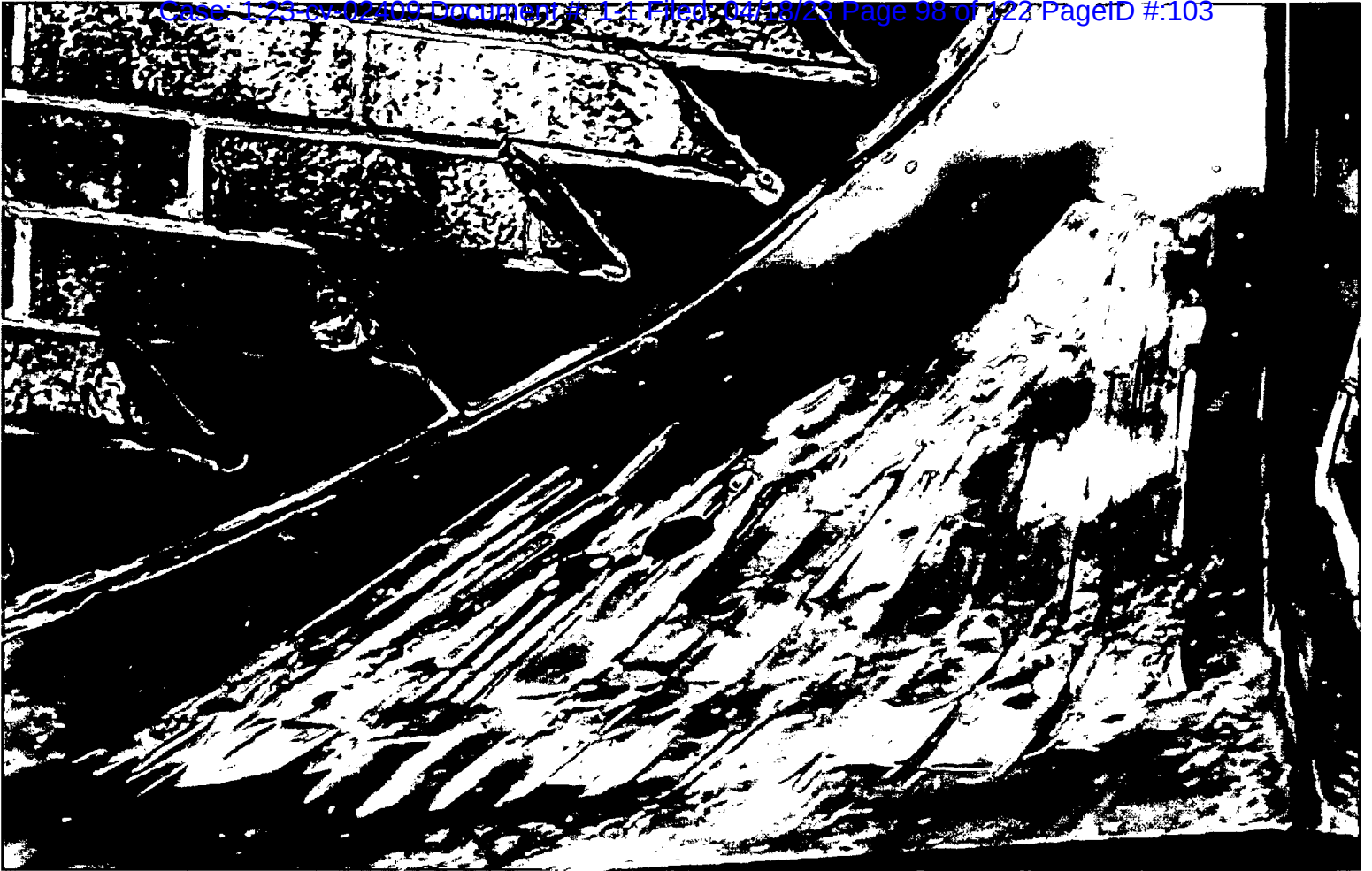


## Overview of Copper Dormer



img\_9432.jpg

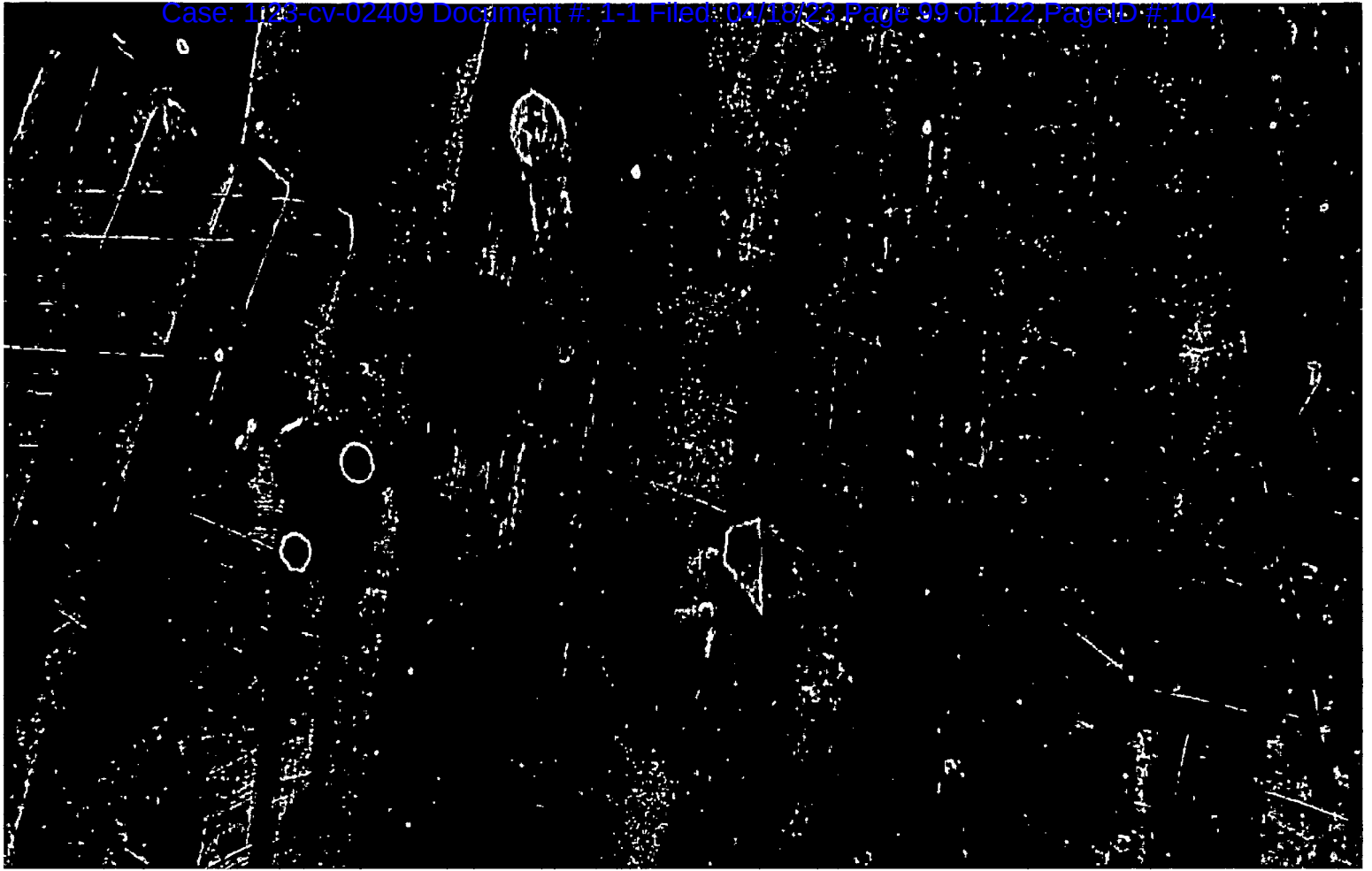




## Hail Dents to Copper Dormer



img\_9429.jpg

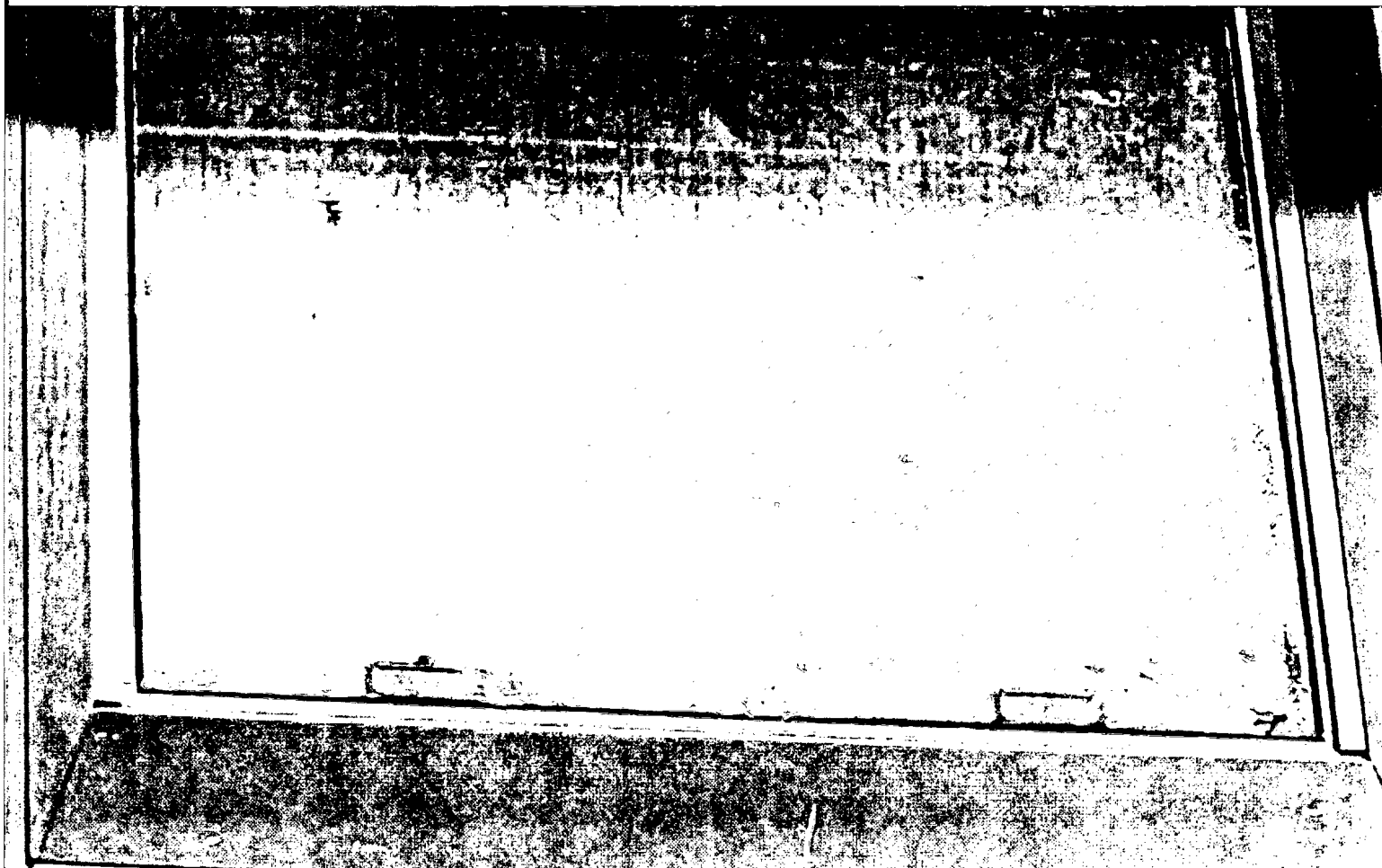


## Hail Dents to Copper Dormer



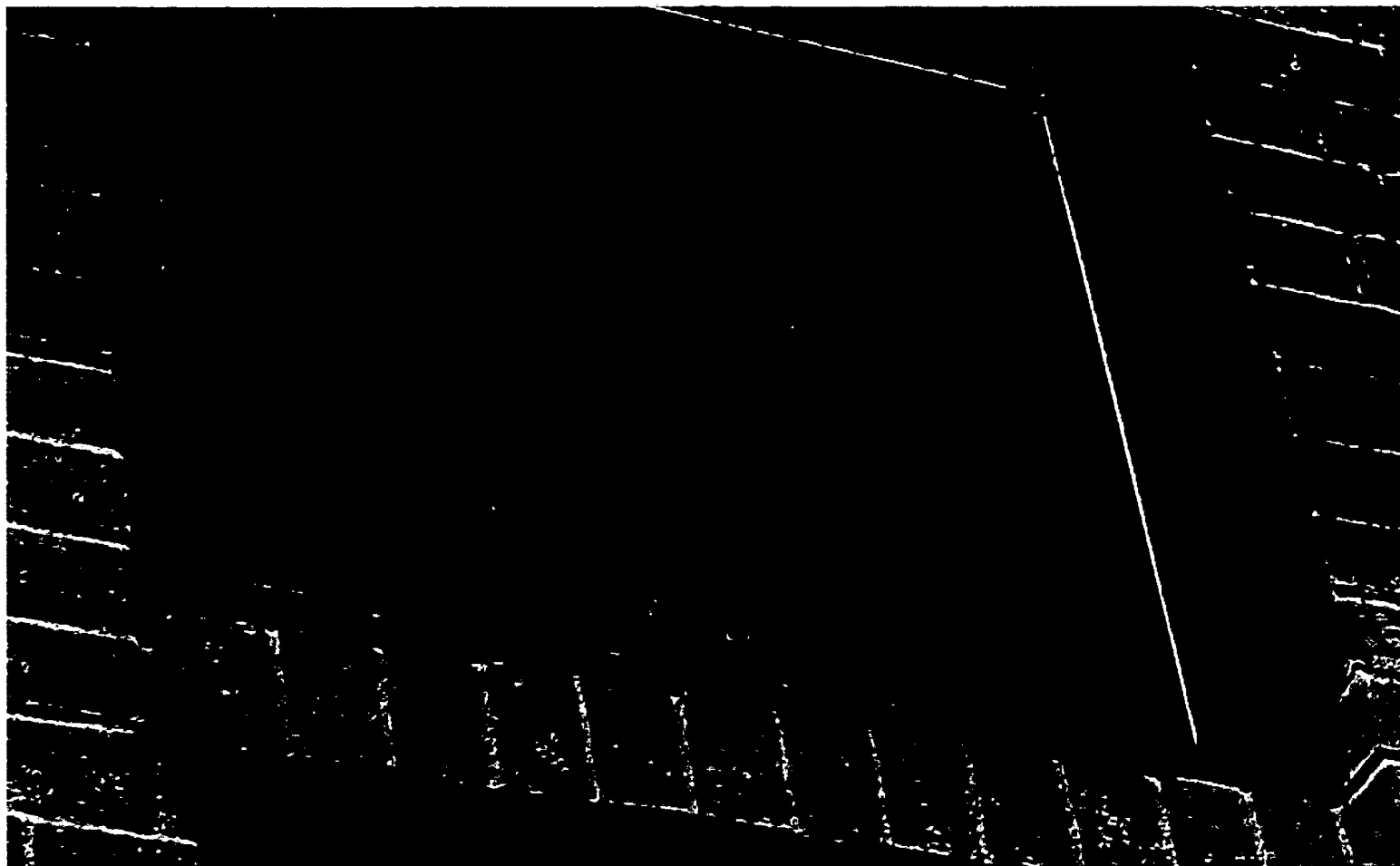
img\_9421.heic

# Possible Damage to Screen from Hail & Flying Debris



img\_9400.jpg

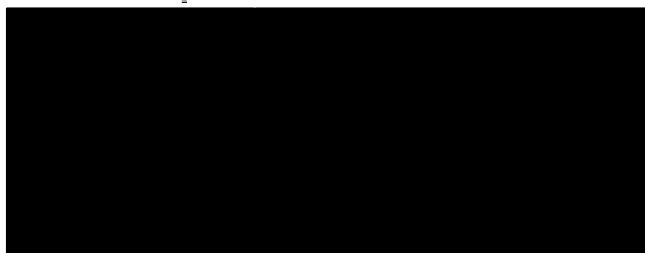
# Possible Damage to Screen from Hail & Flying Debris



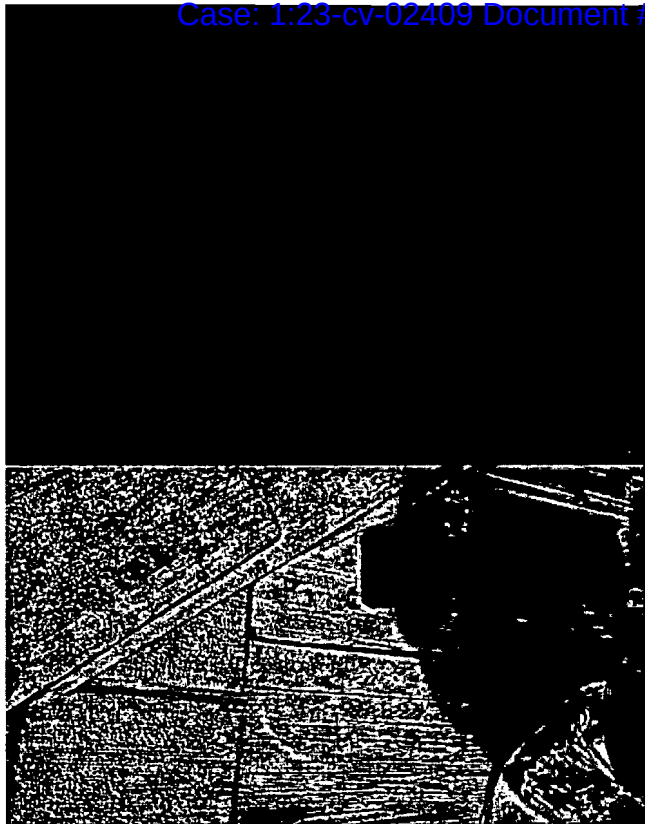
img\_9406.jpg



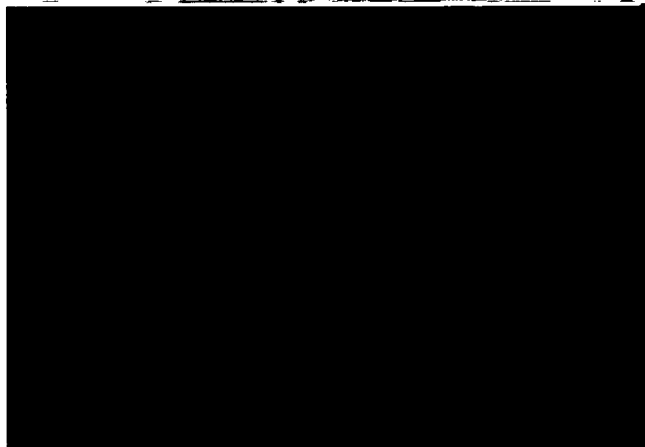
**Roof Overview Photo During  
Inspection with AAA**



img\_1681.png



**Roof Overview Inspection  
Photos with AAA**



img\_1682.png



PO Box 8001  
Royal Oak, MI 48068-9826

September 9, 2022

DONALD L MILLER & AMY MILLER  
30W684 BRADFORD PKWY  
WAYNE, IL 60184

Re:   **CLAIM NUMBER:**           401531800  
      **DATE OF LOSS:**           6/19/2021  
      **POLICY NUMBER:**       HOM079308513  
      **LOSS LOCATION:**       30W684 BRADFORD PKWY  
                                  WAYNE, IL 60184

**Dear DONALD L MILLER & AMY MILLER:**

Thank you for the opportunity to discuss your claim resulting from wind/hail damage. We have determined that your loss is less than your \$3,000 deductible.

At this time, I am closing your claim. Should you find that the repair does exceed your policy deductible, you may request to re-open the claim. Please keep all records of the costs to repair.

Damages to the shakes were due to wear & tear and deterioration. Damages to the skylight were due to pre-existing hail not associated with the filed loss date. Damages to the metal roof were cosmetic. These are excluded from coverage under the following **EXCLUSIONS** of your Homeowners policy:

B. We do not insure for any loss to the property described under Coverages A and B which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, manmade or other forces, or arises as a result of any combination of these:

4. any of the following:
  - a. wear and tear, marring or scratching, deterioration;
  - b. mechanical breakdown; latent defect; inherent vice or any quality in the property that causes it to damage or destroy itself;
  - c. rust or other corrosion, wet or dry rot;
8. cosmetic loss or damage to metal, tile or slate roofing, meaning any loss that changes only the physical appearance of the roof covering and does not result in:

**EXHIBIT 5**





---

PO Box 8001  
Royal Oak, MI 48068-9826

- a. penetration of water through the roof covering; or
  - b. the failure of the roof to perform its intended function of keeping out the elements for an extended period of time.
- C. Under Part I - Property Insurance Coverages and Additional Insurance Coverages **we** do not insure for any loss resulting directly or indirectly from:
- 2. weather conditions, if combined with a cause of loss otherwise excluded, to produce the loss.

By stating the above policy provisions, we do not intend to waive any other defense we may have under the policy.

If you have any questions regarding this claim, please feel free to contact me at the number listed below.

Sincerely,

*Cordell Anderson*

Cordell Anderson  
Catastrophe Claims Rep  
P: (773) 570-6613  
F: (888) 321-4622  
E: [cranderson@acg.aaa.com](mailto:cranderson@acg.aaa.com)



PO Box 8001  
Royal Oak, MI 48068-9826

**For Illinois Residents:**

Part 919 of the Rules and Regulations of the Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, Consumer Division 122 S. Michigan Ave, 19<sup>th</sup> Floor, Chicago, Illinois 60603 or in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Internet - <http://insurance.illinois.gov/>. Telephone 312-814-2420 or 217-782-4515. In compliance with rule 919.80(8)C I am advising you that during the analysis of this claim ( ) days were tolled and you have until ( ) to file suit.

**For Minnesota Residents:**

If the denied claim is a fire claim, you have the right to file a complaint regarding the denial with the Department of Commerce – at Minnesota Department of Commerce, 85 Seventh Place East, St. Paul, MN, 55101. Their phone number is 651-296-2488.

**For Nebraska Residents:**

If you wish to have this matter reviewed by the Nebraska Department of Insurance, you may contact the Consumer Affairs Division at 941 'O' Street, Suite 400, Lincoln, Nebraska 68508-6339. The Division's phone number is 402-471-2201, toll free hotline is 877-564-7323, TDD number is 800-833-7352, and their fax number is 402-471-4610.

**For West Virginia Residents:**

You have the option of contacting the Insurance Commissioner. The Insurance Commissioner's mailing address, telephone number and website address is as follows:

Consumer Service Division WV Offices of the Insurance Commissioner  
Post Office Box 50540  
Charleston, WV 25305-0540  
Phone: (304) 558-3386  
Toll-free in WV 1-888-TRY-WVIC  
Fax: (304) 558-4965 Internet: [www.wvinsurance.gov](http://www.wvinsurance.gov)

**Florida Fraud Warning:** Any person who knowingly with intent to injure, defrauds, or deceives any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Indiana Fraud Warning:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**Kentucky Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Minnesota Fraud Warning:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Ohio Fraud Warning:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Tennessee Fraud Warning:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**West Virginia Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for a payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Georgia, Illinois, Iowa, Michigan, Nebraska, North Dakota, and Wisconsin Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false or misleading information in an application for insurance is guilty of insurance fraud, which is a crime



PO Box 8001  
Royal Oak, MI 48068-9826

October 18, 2022

DONALD L MILLER & AMY MILLER  
30W684 BRADFORD PKWY  
WAYNE, IL 60184

Re: **CLAIM NUMBER:** 401531800  
**DATE OF LOSS:** 6/19/2021  
**POLICY NUMBER:** HOM079308513  
**LOSS LOCATION:** 30W684 BRADFORD PKWY  
WAYNE, IL 60184

**Dear DONALD L MILLER & AMY MILLER:**

I have reviewed your file and I am sending you a check in the amount of \$332.19. The check represents the replacement cash value of the enclosed estimate. The check should arrive within 7 business days.

Replacement Cost:	<b>\$3,332.19</b>
Less Deductible:	\$3,000.00
Net Claim:	<b>\$332.19</b>
Total Recoverable Depreciation:	\$0.00

If the actual replacement is less, we will owe up to the actual replacement.

Should you or your contractor dispute the scope and/or pricing as outlined on our building estimate or Personal Property List, you must contact us **before** starting permanent repairs or replacement of property.

Your claim is being partially denied for the following reasons:

Damages to the shakes were due to wear & tear and deterioration. Damages to the valley metal, roof vents and chimney flashing were mechanically caused and due to wear & tear. Damages to the copper metal roof were cosmetic.

Unfortunately, losses of this nature are excluded from coverage under the **EXCLUSIONS** section of your Homeowners policy. Please review the following policy language:

**EXHIBIT 6**



PO Box 8001  
Royal Oak, MI 48068-9826

B. We do not insure for any loss to the property described under Coverages A and B which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, manmade or other forces, or arises as a result of any combination of these:

4. any of the following:

- a. wear and tear, marring or scratching, deterioration;
- b. mechanical breakdown; latent defect; inherent vice or any quality in the property that causes it to damage or destroy itself;
- c. rust or other corrosion, wet or dry rot;

8. cosmetic loss or damage to metal, tile or slate roofing, meaning any loss that changes only the physical appearance of the roof covering and does not result in:

- a. penetration of water through the roof covering; or
- b. the failure of the roof to perform its intended function of keeping out the elements for an extended period of time.

C. Under Part I - Property Insurance Coverages and Additional Insurance Coverages we do not insure for any loss resulting directly or indirectly from:

- 2. weather conditions, if combined with a cause of loss otherwise excluded, to produce the loss.

By stating the above policy provisions, we do not intend to waive any other defense we may have under the policy.

If you have any questions regarding this claim, please feel free to contact me at the number listed below.

Sincerely,

*Cordell Anderson*

Cordell Anderson  
Catastrophe Claims Rep  
P: (773) 570-6613  
F: (888) 321-4622  
E: cranderson@acg.aaa.com



PO Box 8001  
Royal Oak, MI 48068-9826

**For Illinois Residents:**

Part 919 of the Rules and Regulations of the Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, Consumer Division 122 S. Michigan Ave, 19<sup>th</sup> Floor, Chicago, Illinois 60603 or in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Internet - <http://insurance.illinois.gov/>. Telephone 312-814-2420 or 217-782-4515. In compliance with rule 919.80(8)C I am advising you that during the analysis of this claim ( ) days were tolled and you have until ( ) to file suit.

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You have the option of contacting the Insurance Commissioner. The Insurance Commissioner's mailing address, telephone number and website address is as follows:

Consumer Service Division WV Offices of the Insurance Commissioner  
Post Office Box 50540  
Charleston, WV 25305-0540  
Phone: (304) 558-3386  
Toll-free in WV 1-888-TRY-WVIC  
Fax: (304) 558-4965 Internet: [www.wvinsurance.gov](http://www.wvinsurance.gov)



## Shake Guys

---

550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

Client: Donald Miller  
Property: 30W684  
Bradford Parkway, IL 60184

Home: (630) 202-0648

Operator: MIKE

Estimator: Chad Janisch  
Company: Shake Guys  
Business: 520 E. Illinois Route 22  
Lake Zurich, IL 60047

Business: (847) 278-2272  
E-mail: Chad@ShakeGuys.com

Type of Estimate: Hail and wind  
Date Entered: 11/9/2022

Date Assigned:

Price List: ILCC8X\_NOV22  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2022-11-09-1135

EXHIBIT 7



**Shake Guys**

550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

2022-11-09-1135

**Roofing**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Remove Wood shakes - medium (1/2") hand split	40.00 SQ	104.81	0.00	4,192.40	(0.00)	4,192.40
7. Roofing felt - 30 lb.	40.00 SQ	46.24	39.59	1,889.19	(0.00)	1,889.19
8. Remove Additional charge for steep roof - 10/12 - 12/12 slope	18.94 SQ	36.47	0.00	690.74	(0.00)	690.74
9. Additional charge for steep roof - 10/12 - 12/12 slope	18.94 SQ	88.83	0.00	1,682.44	(0.00)	1,682.44
10. Remove Additional charge for steep roof - 7/12 to 9/12 slope	18.88 SQ	23.22	0.00	438.39	(0.00)	438.39
11. Additional charge for steep roof - 7/12 to 9/12 slope	18.88 SQ	56.52	0.00	1,067.10	(0.00)	1,067.10
12. Remove Additional charge for high roof (2 stories or greater)	18.10 SQ	8.78	0.00	158.92	(0.00)	158.92
13. Additional charge for high roof (2 stories or greater)	18.10 SQ	24.96	0.00	451.78	(0.00)	451.78
14. Ice & water barrier	1,968.00 SF	1.89	61.99	3,781.51	(0.00)	3,781.51
15. R&R Valley metal - (W) profile	115.00 LF	8.62	25.36	1,016.66	(0.00)	1,016.66
3. Wood shakes - medium (1/2") hand split	46.00 SQ	1,221.67	2,728.11	58,924.93	(0.00)	58,924.93
4. R&R Ridge cap - wood shingles*	329.00 LF	12.53	45.83	4,168.20	(0.00)	4,168.20
5. Wood shake/shingle starter	328.00 LF	13.45	218.58	4,630.18	(0.00)	4,630.18
16. R&R Roof vent - turtle type - Metal	6.00 EA	92.16	9.84	562.80	(0.00)	562.80
17. R&R Chimney flashing - large (32" x 60")	1.00 EA	679.91	8.95	688.86	(0.00)	688.86
18. Step flashing	67.00 LF	11.81	7.50	798.77	(0.00)	798.77
19. R&R Flashing - pipe jack - lead	2.00 EA	98.63	6.52	203.78	(0.00)	203.78
20. R&R Drip edge	365.00 LF	3.61	26.83	1,344.48	(0.00)	1,344.48
21. Roof window (skylight), 9.1 - 10 sf	3.00 EA	1,116.36	196.40	3,545.48	(0.00)	3,545.48
23. R&R Copper bay window-bid item *	1.00 SF	4,426.00	1.86	4,427.86	(0.00)	4,427.86
<b>Totals: Roofing</b>			<b>3,377.36</b>	<b>94,664.47</b>	<b>0.00</b>	<b>94,664.47</b>
<b>Line Item Totals: 2022-11-09-1135</b>			<b>3,377.36</b>	<b>94,664.47</b>	<b>0.00</b>	<b>94,664.47</b>



## Shake Guys

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550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

### Summary

Line Item Total	91,287.11
Material Sales Tax	3,377.36
	<hr/>
<b>Replacement Cost Value</b>	<b>\$94,664.47</b>
<b>Net Claim</b>	<b>\$94,664.47</b>
	<hr/> <hr/>

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Chad Janisch

**Shake Guys**

550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

**Recap of Taxes**

	Material Sales Tax (7%)	Food & Med State Tax (0%)	Food & Med Local Tax (1.25%)
Line Items	3,377.36	0.00	0.00
Total	3,377.36	0.00	0.00

**Shake Guys**

550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

**Recap by Room****Estimate: 2022-11-09-1135****Roofing****91,287.11****100.00%****Subtotal of Areas****91,287.11****100.00%****Total****91,287.11****100.00%**

**Shake Guys**

550 E. IL Route 22  
Lake Zurich, IL 60047

Phone: 847-278-2272  
Fax: 847-278-2270

**Recap by Category**

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>GENERAL DEMOLITION</b>	<b>7,286.99</b>	<b>7.70%</b>
<b>ROOFING</b>	<b>80,651.04</b>	<b>85.20%</b>
<b>WINDOWS - SKYLIGHTS</b>	<b>3,349.08</b>	<b>3.54%</b>
<b>Subtotal</b>	<b>91,287.11</b>	<b>96.43%</b>
<b>Material Sales Tax</b>	<b>3,377.36</b>	<b>3.57%</b>
<b>Total</b>	<b>94,664.47</b>	<b>100.00%</b>



PO Box 8001  
Royal Oak, MI 48068-9826

November 21, 2022

MARIO IVELJIC  
340 W. BUTTERFIELD ROAD, SUITE 4B  
ELMHURST, IL 60126

**Re:**     **CLAIM NUMBER:**           401531800  
          **DATE OF LOSS:**           6/19/2021  
          **POLICY NUMBER:**       HOM079308513  
          **CLIENTS:**               DONLAD MILLER & AMY MILLER  
          **LOSS LOCATION:**       30W684 BRADFORD PKWY  
  WAYNE, IL 60184

**Dear Mario Iveljic:**

In regards to your letter dated November 10, 2022, two separate inspections were completed at the Miller residence. Following the completion of both, it was determined that damages present to the cedar shakes were due to wear & tear and deterioration.

Based on the engineer's inspection, no hail caused damages were found to the cedar shakes. On Page 3 under the **Conclusion** section of his supplemental report, the engineer states:

*Line items 3a through 3d of our Conclusion of our original Forensic Engineering Report are all considered to have a combination of aged and recent hail-caused indentations. The last sentence of the sixth paragraph of our Discussion section of our Original Report (page 4) should read as follows "The unoxidized copper roof, soil stacks, skylight flashings, and south- and west-facing coil fins are presumed to have been affected by the recent storm...". The coil fins are repairable.*

He also states that the steel valley metals have not been affected by hail.

Based on the engineer's inspection, damaged areas are able to be completed by way of repair and a full roof replacement is not warranted. On Page 7 Section 3 under the **Conclusion** section of his original report, the engineer states:

- a) The flashing for one 31"x 39" skylight. Fifteen shakes require removal and replacement.*
- b) The flashings for two 31"x 56" skylights. Twenty shakes per skylight require removal and replacement.*
- c) Two soil stack coverings. Four shakes per stack require removal and replacement.*

Based on the engineer's inspection, hail damage found to the copper metal roof were cosmetic and not functional. Damages found to the cedar shakes are due to wear & tear and deterioration and no hail related damages were found. On Page 7 Section 1 & 2 under the **Conclusion** section of his original report, the engineer states:

**EXHIBIT 8**





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PO Box 8001  
Royal Oak, MI 48068-9826

- 1) *The wood shakes covering the roof of the home have not been damaged as a result of hail.*
- 2) *The missing wood shakes on the roof of the home are due to age-related deterioration of the wood and fasteners and unrelated to wind.*

Unfortunately, losses of this nature are excluded from coverage under the policy. Please review the following policy language:

B. **We** do not insure for any loss to the property described under Coverages A and B which consists of or is caused by, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the event, peril or condition occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, manmade or other forces, or arises as a result of any combination of these:

4. any of the following:

- a. wear and tear, marring or scratching, deterioration;
- b. mechanical breakdown; latent defect; inherent vice or any quality in the property that causes it to damage or destroy itself;
- c. rust or other corrosion, wet or dry rot;

8. cosmetic loss or damage to metal, tile or slate roofing, meaning any loss that changes only the physical appearance of the roof covering and does not result in:

- a. penetration of water through the roof covering; or
- b. the failure of the roof to perform its intended function of keeping out the elements for an extended period of time.

C. Under Part I - Property Insurance Coverages and Additional Insurance Coverages **we** do not insure for any loss resulting directly or indirectly from:

2. weather conditions, if combined with a cause of loss otherwise excluded, to produce the loss.

Based on the completed inspections and provided reports to Mr. Miller, payment for repairs related to damages associated with this filed loss has been included in the estimate. At this time, our position remains the same and no further changes to the estimate are necessary.

If you have any questions regarding this claim, please feel free to contact me at the number listed below.

Sincerely,



PO Box 8001  
Royal Oak, MI 48068-9826

*Cordell Anderson*

Cordell Anderson  
Catastrophe Claims Rep  
P: (773) 570-6613  
F: (888) 321-4622  
E: cranderson@acg.aaa.com

**For Illinois Residents:**

Part 919 of the Rules and Regulations of the Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, Consumer Division 122 S. Michigan Ave, 19<sup>th</sup> Floor, Chicago, Illinois 60603 or in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Internet - <http://insurance.illinois.gov/>. Telephone 312-814-2420 or 217-782-4515. In compliance with rule 919.80(8)C I am advising you that during the analysis of this claim ( ) days were tolled and you have until ( ) to file suit.

**For Minnesota Residents:**

If the denied claim is a fire claim, you have the right to file a complaint regarding the denial with the Department of Commerce – at Minnesota Department of Commerce, 85 Seventh Place East, St. Paul, MN, 55101. Their phone number is 651-296-2488.

**For Nebraska Residents:**

If you wish to have this matter reviewed by the Nebraska Department of Insurance, you may contact the Consumer Affairs Division at 941 'O' Street, Suite 400, Lincoln, Nebraska 68508-6339. The Division's phone number is 402-471-2201, toll free hotline is 877-564-7323, TDD number is 800-833-7352, and their fax number is 402-471-4610.

**For West Virginia Residents:**

You have the option of contacting the Insurance Commissioner. The Insurance Commissioner's mailing address, telephone number and website address is as follows:

Consumer Service Division WV Offices of the Insurance Commissioner  
Post Office Box 50540  
Charleston, WV 25305-0540  
Phone: (304) 558-3386  
Toll-free in WV 1-888-TRY-WVIC  
Fax: (304) 558-4965 Internet: [www.wvinsurance.gov](http://www.wvinsurance.gov)

Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 7

FILED  
4/4/2023 2:42 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2023CH01759  
Calendar, 7  
22150507



Raphael Washington  
*Wayne County Sheriff*

ENCLOSED IS YOUR PROOF  
OF SERVICE. PLEASE BE  
SURE TO FILE IT WITH THE  
COURT AS SOON AS  
POSSIBLE.

Best  
Regards,  
WCSO

FILED DATE: 4/4/2023 2:42 PM 2023CH01759

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FILED DATE: 4/4/2023 2:42 PM 2023CH01759

☐ I was not able to serve the **Summons and Complaint/Petition** on Defendant/Respondent:

First, Middle, Last

I made the following attempts to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

1. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Other information about service attempt: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Other information about service attempt: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Other information about service attempt: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DO NOT** complete this section. The sheriff or private process server will complete it.

If you are a special process server, sheriff outside Illinois, or licensed private detective, your signature certifies that everything on the *Proof of Service of Summons* is true and correct to the best of your knowledge. You understand that making a false statement on this form could be perjury.

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

By: 32328 WIS0  
 Signature by: ☐ Sheriff  
☒ Sheriff outside Illinois:  
Wayne MI  
 County and State  
☐ Special process server  
☐ Licensed private  
 detective

#### FEES

Service and Return:	\$
Miles	\$
Total	\$0

Bradley Turner  
 Print Name

If *Summons* is served by licensed private detective or private detective agency:  
 License Number: \_\_\_\_\_

Hearing Date: 6/27/2023 9:45 AM  
 Location: Court Room 2405  
 Judge: Reilly, Eve M

FILED  
 2/23/2023 9:19 AM  
 IRIS Y. MARTINEZ  
 CIRCUIT CLERK  
 COOK COUNTY, IL  
 2023CH01759  
 Calendar, 7  
 21588474

Chancery Division Civil Cover Sheet  
 General Chancery Section

(12/01/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
 COUNTY DEPARTMENT, CHANCERY DIVISION

DONALD MILLER and AMY MILLER

Plaintiff

2023CH01759

v.

Case No: \_\_\_\_\_

MEMBERSELECT INSURANCE COMPANY

Defendant

CHANCERY DIVISION CIVIL COVER SHEET  
 GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

0005 ☐ Administrative Review  
 0001 ☐ Class Action  
 0002 ☒ Declaratory Judgment  
 0004 ☐ Injunction

0007 ☐ General Chancery  
 0010 ☐ Accounting  
 0011 ☐ Arbitration  
 0012 ☐ Certiorari  
 0013 ☐ Dissolution of Corporation  
 0014 ☐ Dissolution of Partnership  
 0015 ☐ Equitable Lien  
 0016 ☐ Interpleader

0017 ☐ Mandamus  
 0018 ☐ Ne Exeat  
 0019 ☐ Partition  
 0020 ☐ Quiet Title  
 0021 ☐ Quo Warranto  
 0022 ☐ Redemption Rights  
 0023 ☐ Reformation of a Contract  
 0024 ☐ Rescission of a Contract  
 0025 ☐ Specific Performance  
 0026 ☐ Trust Construction  
 0050 ☐ Internet Take Down Action (Compromising Images)  
☐ Other (specify) \_\_\_\_\_

☒ Atty. No.: 64136 ☐ Pro Se 99500

Atty Name: Mario Iveljic, Mag Mile Law LLC

Atty. for: Plaintiff

Address: 535 N Michigan Ave, Suite 200

City: Chicago State: IL

Zip: 60611

Telephone: 708-576-1624

Primary Email: mario@magmilelaw.com

Pro Se Only: ☐ I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

Email: \_\_\_\_\_

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois  
 cookcountyclerkofcourt.org